

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

WE BUILD THE WALL, INC.,
FISHER INDUSTRIES, FISHER SAND
AND GRAVEL CO., AND NEUHAUS &
SONS, LLC.,

Defendants.

CASE NO. 7:19-CV-403

**PLAINTIFF’S EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER
AND PRELIMINARY INJUNCTION**

TO THE HONORABLE JUDGE OF THIS COURT:

The United States of America, pursuant to Article 24 of the 1944 Treaty between the United States and Mexico (*Utilization of Water of the Colorado and Tijuana Rivers and of the Rio Grande*, US -Mex, Feb. 3, 1944, T.S. 944.) and Rule 65 of the Federal Rules of Civil Procedure, moves the Court for entry of a Temporary Restraining Order or Preliminary Injunction enjoining Defendants We Build the Wall, Inc., Fisher Industries, Fisher Sand and Gravel Co., and Neuhaus & Sons, LLC., and all persons acting on their behalf, from constructing a bollard structure, wall or similar structure along the banks of the Rio Grande River and/or otherwise altering the banks of the Rio Grande in furtherance of said construction prior to obtaining USIBWC authorization, pending entry by the Court of a final judgment in this action.

This motion is based on the following grounds:

1. Contemporaneously with the filing of this motion, the United States filed a

Complaint alleging that Defendants are in the process of constructing a bollard structure, wall or similar structure on the banks of the Rio Grande River prior to obtaining USIBWC authorization.

2. Unless enjoined by this Court, Defendants may significantly and irreparably alter the character of the banks of the Rio Grande River before this Court can enter a final judgment. Defendants have publicly proclaimed their intent to build a bollard structure, wall or similar structure on the banks of the Rio Grande River.
3. There is a substantial likelihood that Plaintiff will establish that Defendants' actions in the construction of a bollard structure, wall or similar structure along the bank and in the floodplain of the Rio Grande River without hydraulic studies completed by WBTW and Fisher Industries and subsequent analysis by the USIBWC for deflection and obstruction of water may cause a violation of the 1970 Treaty between the United States and Mexico. (*Treaty to Resolve Pending Boundary Differences and Maintain the Rio Grande and Colorado River as the International Boundary*, U.S. - Mex., Art. IV, Nov. 23, 1970, T.I.A.S. 7313).
4. There is a substantial likelihood that Plaintiff will establish that Defendants' actions in the construction of a bollard structure, wall or similar structure along the bank and in the floodplain of the Rio Grande River that causes deflection or obstruction of water could trigger the obligation under the 1970 Treaty for the United States to remove or modify such structure (*id.*), including as authorized by 22 U.S.C. § 277d-34.
5. There is a substantial likelihood that Plaintiff will establish that Defendants' actions in the removal of vegetation and grading of the banks of the Rio Grande River which

is the property of the USIBWC may cause a shift of the Rio Grande river channel and, therefore, a shift of the international boundary line which runs in the center of the riverbed, may cause a violation of the 1970 Treaty, (*Id.* at II, Art. IV) and is contrary to President's authority under Article II of the Constitution, including the power to conduct the foreign relations of the United States.

6. There is a substantial likelihood that Plaintiff will establish that Defendants' actions in the construction of a bollard structure, wall or similar structure along the bank and in the floodplain of the Rio Grande River without USIBWC permission impedes the President's authority under Article II of the Constitution, the USIBWC's authority under the 1970 Treaty, and the Commissioner's and Secretary of State's authority by statute, including 22 U.S.C.A. § 277d-37, to determine the appropriate location of the international border and to make decisions that are final with respect to it.
7. A Temporary Restraining Order is necessary to preserve the status quo, to prevent the irreparable injury to the public that would result from the Defendants constructing a bollard structure, wall or similar structure on the banks of the Rio Grande River prior to obtaining USIBWC authorization, and to allow the Court to render effective relief if the Plaintiff prevails at trial. Plaintiff would have no adequate remedy at law, and this Court's ability to fashion effective relief would be significantly impaired, if Defendants proceed to construct a bollard structure, wall or similar structure on the banks of the Rio Grande River that is found, after trial, to be unlawful.
8. Any harm to Defendants from enjoining their efforts in constructing a bollard structure, wall or similar structure on the banks of the Rio Grande River would be outweighed by the importance of the preservation of the above-referenced treaty.

9. Granting the requested preliminary relief will serve the public interest.

10. Pursuant to Federal Rule of Civil Procedure 65(c), neither the United States nor any officer or agency of the United States is required to post a bond as a prerequisite to the issuance of an injunction.

BACKGROUND

In the 1930's, the International Boundary and Water Commission, United States and Mexico, United States Section ("USIBWC") constructed the Lower Rio Grande Flood Control Project ("LRGFCP") (initial authorization in Title II of the National Industrial Recovery Act of June 13, 1933, 48 Stat. 195, Public Works Administration funds; further work Act of August 19, 1935, 49 Stat. 660, codified at 22 U.S.C. § 277a, b, c, and d.) The purpose of the project is to provide flood protection for communities along the Rio Grande River from Peñitas, Texas, to the Gulf of Mexico. The Project includes, in part, river levees and floodways adjacent and parallel to the mainstem of the Rio Grande River in Hidalgo County, Texas. The LRGFCP was improved between 1958 and 1961, and again in 1970.

In 1961, the State of Texas deeded to the USIBWC the bed and banks of the Rio Grande River in Hidalgo County.

The United States and Mexico entered into a treaty in 1970 which requires, in part, that the United States prohibit any works in the United States that will, in the judgment of the Commission, cause deflection or obstruction of the normal flow of the Rio Grande River or its flood flows. (*Treaty to Resolve Pending Boundary Differences and Maintain the Rio Grande and Colorado River as the International Boundary*, U.S.- Mex., Art. IV, Nov. 23, 1970, T.I.A.S. 7313.) Further, the United States agreed that the international boundary between the United States and Mexico in the limitrophe sections of the Rio Grande shall run along the middle of the channel occupied by

normal river flows and that this boundary determines sovereignty over the lands on either side of it. (*Id.* at Art. II. A.) To stabilize the river channel and preserve the location of the international boundary the United States and Mexico agreed to various obligations and other treaty provisions in order to reduce the shifting of the channels of the Rio Grande, in their limitrophe sections and to protect the Rio Grande against erosion. (*Id.* at Art. IV.)

To implement the United States' 1970 Treaty obligations, the USIBWC requires proponents of projects in the US floodplain to submit hydraulic modeling for their project to the USIBWC. The USIBWC analyzes the hydraulic model and confers with its Mexican counterpart about the analysis. If there is no deflection or obstruction, the USIBWC issues a letter of no objection to the project proponent. If there is a deflection or obstruction, the USIBWC typically requests that the proponent modify its project.

Under Article 24 of the 1944 Treaty, the USIBWC "shall have, to the extent necessary to give effect to the provisions of this Treaty, jurisdiction over the works constructed exclusively in the territory of its country whenever such works shall be connected with or shall directly affect the execution of the provisions of this Treaty." Article 24 also provides that the USIBWC Commissioner may invoke the jurisdiction of the courts or other appropriate agencies of the United States to aid in the execution and enforcement of the powers and duties the Commission is entrusted and empowered to implement under this and other treaties. (*Utilization of Waters of the Colorado and Tijuana Rivers and of the Rio Grande*, US -Mex, Feb. 3, 1944, T.S. 944.)

Specifically, the United States of America requests a temporary restraining order and a corresponding preliminary injunction after notice enjoining Defendants, and Defendant's officers, agents, servants, employees, and attorneys, and all persons in active concern or participation with them, from:

- (1) constructing a bollard structure, wall or similar structure along the bank and within the floodplain of the Rio Grande River on land described as an 807.73 gross acre tract of land out of the WEST ADDITION TO SHARYLAND SUBDIVISION, Lots 9-1, 9-2, and Parts of Lots 9-3, 9-4 and Parts of Lots 10-1, 10-2, and 10-3 and Part of Porcion 53 and 54, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 56, Map Records, Hidalgo County, Texas as described in the Special Warranty Deed filed as Document No. 2752394, Official Records of Hidalgo County, Texas (hereinafter described in its entirety as the “Neuhaus Property”)¹ until such time as WBTW and Fisher Industries comply with the requirements of the USIBWC pursuant to the 1970 Treaty between the United States and Mexico. (*Treaty to Resolve Pending Boundary Differences and Maintain the Rio Grande and Colorado River as the International Boundary*, US – Mex, Nov. 23, 1970, TIAS 7313.);
- (2) constructing a bollard structure, wall or similar structure along the bank and within the floodplain of the Rio Grande River on the Neuhaus Property until such time as USIBWC fulfills its analysis and conference requirements pursuant to the 1970 Treaty between the United States and Mexico. (*Treaty to Resolve Pending Boundary Differences and Maintain the Rio Grande and Colorado River as the International Boundary*, US – Mex, Nov. 23, 1970, TIAS 7313.); and
- (3) further work impacting the bank of the Rio Grande on the Neuhaus Property until such time as USIBWC reviews the proposed changes to the embankment and issues a permit allowing such modification.

¹ For the full metes and bounds description of the Neuhaus Property, see the Special Warranty Deed attached as Exhibit 1.

FACTS

An organization called We Build the Wall (“WBTW”) has contracted with Fisher Industries, a subsidiary of Fisher Sand and Gravel Co., to construct a bollard structure, wall or similar structure in the floodplain along the Rio Grande River in an area near RGV03 by Bentsen State and Anzalduas Park, south of Mission, TX.

WBTW claims to have acquired a legal interest in the land along the bank and within the floodplain of the Rio Grande River from Neuhaus & Sons, LLC (“Neuhaus”) in order to construct a bollard structure. *See* Exhibit 1 for the metes and bounds description of the Neuhaus Property from which WBTW allegedly acquired an interest.

On or about the evening of November 13, 2019, Fisher Industries submitted to USIBWC two documents with regard to the hydraulic impact of their proposed bollard structure, wall or similar structure. The documents submitted contained very little substance and failed to show the extent of any hydraulic testing that may have been conducted by WBTW or Fisher Industries. This documentation provided scant detail about the planned work on the bank of the Rio Grande on the Neuhaus Property. *See* Declaration of Padinare Unnikrishna attached as Exhibit 2.

On or about November 15, 2019, the USIBWC emailed Fisher Industries and WBTW through its general counsel, Kris Kobach, and requested that they: 1) Submit a completed hydraulic analysis and packet of additional materials for analysis by the USIBWC pursuant to the 1970 treaty; 2) cease construction of the bollard structure until the USIBWC could analyze the model, confer with Mexico, and issue a letter regarding whether there is a deflection or obstruction as a result of the construction; and 3) stop utilizing the USIBWC levee for vehicular traffic.

On or about November 15, 2019, WBTW and Fisher Industries began clear-cutting a swath on the Neuhaus Property beginning at the bank of the Rio Grande River and clearing inland

approximately 120 feet wide. To date, WBTW has cleared over three miles of riverbank on the Neuhaus Property and continues to prepare the immediate area of the riverbank for trenching and installation of a bollard structure, wall or similar structure.

On or about November 19, 2019, the USIBWC sent to Fisher Industries the model required for projects in the U.S. floodplain. *See* Declaration of Dr. Apurba Borah attached as Exhibit 3. An engineer with Fisher Industries replied stating that he had received the email and would use the model. *Id.*

On or about November 19, 2019, USIBWC sent to Fisher Industries and WBTW two emails, one of which gave IBWC's contact information and the other which asked for more detail about their project's impact on the banks of the Rio Grande. *See* Declaration of John Claudio attached as Exhibit 4.

On or about November 20, 2019, WBTW announced during an interview with a local news network that it would not do any construction activity until the USBIWC completed its hydraulic analysis. On or about November 20, 2019, WBTW posted a tweet on its twitter feed that reflected that Fisher Industries and WBTW were altering the character of the bank of the Rio Grande.

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<https://twitter.com/briankolfage/status/1197504335388794880?s=12>;
<https://twitter.com/briankolfage/status/1197526566512812034?s=12>

The vegetation removal and grading of the banks of the Rio Grande River on the Neuhaus Property by Fisher Industries and WBTW was not permitted by USIBWC, the owner of the banks of the Rio Grande River.

On or about November 21, 2019, Fisher Industries confirmed that: it would not commence construction of a bollard fence, wall or similar structure on the Neuhaus Property until USIBWC conducted its hydraulic analysis; that it was removing vegetation from the riverbank and grading it; and that its work on the riverbank would be included in its hydraulic analysis for its construction project. *See* Declaration of John Claudio attached as Exhibit 4.

On or about December 3, 2019, WBTW posted the message and video below to their website requesting donations to continue building their private wall.



THIS IS NOT LOOKING GOOD!

The wall is going up this week no matter what, we will not stop until it's finished! Last night we discovered a terrifying reality down at the construction site. We heard screaming from women and then border agents rushed to site in full force.

Our crews started filming what happened next, and they were horrified to learn 4 terrorist were on site, we need to do everything in our power to fight back! [WATCH THE VIDEO BELOW](#)

Additionally, our LIVE border wall cams are now up! you can view them on our website homepage after you watch this important update!

Please share this email with all your fellow wall supporters!
[CLICK VIDEO TO LOAD](#)



As of December 5, 2019 at 9:00a.m. on information and belief, WBTW has continued to clear the immediate area of the riverbank and conduct other work on the Neuhaus Property and has failed to produce the requested documents and studies requested by the USIBWC for analysis regarding compliance or noncompliance with the terms of the 1970 treaty. In addition, trenching

has occurred and steel rebar structures have been place in the ground. Due to this latest development, a temporary restraining order is necessary.

ARGUMENT

The decision to grant a temporary restraining order and preliminary injunction lies within the discretion of the district court, which should be exercised when the movant demonstrates: (a) a substantial likelihood of success on the merits; (b) a substantial threat of immediate and irreparable harm, for which it has no adequate remedy at law; (c) that greater injury will result from denying the injunctive relief than from its being granted; and (d) that the injunctive relief will not disserve the public interest. *See, e.g., Winter v. Natural Res. Def. Council, Inc.*, 555 U.S. 7, 11 (2008) (equitable factors for injunctive relief); *Lakedreams v. Taylor*, 932 F.2d 1103, 1107 (5th Cir. 1991); *Daniels Health Scis., LLC v. Vascular Health Scis., LLC*, 710 F.3d 579, 582 (5th Cir. 2013); *Adams EMS, Inc. v. Azar*, No. H-18-1443, 2018 WL 3377787, at *3 (S.D. Tex. July 11, 2018).

The issuance of relief in the form of the requested temporary restraining order is both permissible and necessary in this matter. *See* FED. R. CIV. P. 65(b)(1). Defendants have not obtained the necessary authorization to construct a bollard structure on the banks of the Rio Grande River. There is a substantial threat of immediate and irreparable harm if Defendants are permitted to engage in their construction prior to the USIBWC analyzing whether their activities would create unacceptable deflection or obstruction of the floodplain. Furthermore, the severity of the injury the United States would likely face is much greater in comparison with the minor inconvenience of a short-term delay on Defendants' border activities. Finally, the temporary cessation of Defendants' construction activities along the border will ensure compliance with the treaties between the United States and Mexico pending the Court's resolution of this matter.

PRAYER

In light of the foregoing, the United States respectfully requests that the Court grant the above-requested temporary restraining order and thereafter set a hearing on the United States' request for a preliminary injunction.

Respectfully submitted,

RYAN K. PATRICK
United States Attorney
Southern District of Texas
DANIEL DAVID HU
Chief, Civil Division

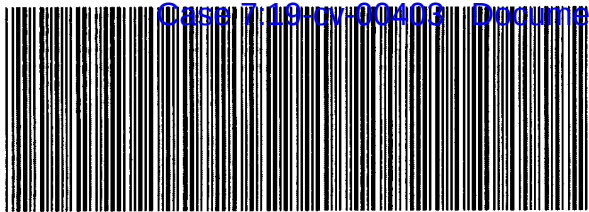
BY: *s/ E. Paxton Warner*
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Attorney in Charge for the United States
of America

And

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E-mail: john.a.smith@usdoj.gov

Attorney for the United States of America



VG-120-2016-2752394

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 2752394

Billable Pages: 25

Recorded On: October 04, 2016 03:27 PM

Number of Pages: 26

*****Examined and Charged as Follows*****

Total Recording: 132.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document No: 2752394
Receipt No: 20161004000427
Recorded On: October 04, 2016 03:27 PM
Deputy Clerk: Imelda Leal
Station: CH-1-CC-K12

Record and Return To:



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas



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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON,
YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING
INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN
REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS:
YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: September 28, 2016

Grantor **CHARLES E. PRATT, III, as Trustee of the CHARLES PRATT FAMILY TRUST**

And

Grantor's 301 Cape Hatteras Dr.
Mailing Corpus Christi, TX 78412

Addresses: **STACY P. PATTERSON**, spouse of Brian Patterson, dealing with non-homestead separate property

206 Lorraine Drive
Corpus Christi, TX 78411

STEPHANIE P. KUHLES, spouse of Matthew Kuhles, dealing with non-homestead separate property

9510 Scenic Bluff Drive
Austin, TX 78733

IRENE OLIVIERI fka MARY IRENE HARDWICKE, spouse of Lance Joseph Olivieri, dealing with non-homestead separate property

5722 N. Tula Lane
Tucson, AZ 85743

HELEN CATHERINE HARDWICKE, a single person

27 Dudley Avenue
Venice, CA 90291

ALEXANDRA ELIZABETH HARDWICKE, a single person

609 Franklin Blvd. A
Austin, TX 78751

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JAMES B. HARDWICKE, spouse of Michelle Hardwicke, dealing with non-homestead separate property

3837 W. Lark Street
Springfield, MO 65810

SALLY ANN HARDWICKE BRACE, spouse of Robert Brace, dealing with non-homestead separate property

2000 N. 8th
McAllen, TX 78501

RICHARD BRUCE HARDWICKE, spouse of Janna Margaret Hardwicke, dealing with non-homestead separate property

112 E. Warbler Avenue
McAllen, TX 78504

MARY HELEN KORBELIK, a single person

3316 W. 69th Street
Shawnee Mission, KA 66208

ROBERT B. KORBELIK, spouse of Debra Anne Korblik, dealing with non-homestead, separate property

10755 E. Stoney Lane
Scottsdale, AZ 85262

DAVID JOHN KORBELIK, a single person

3316 W. 69th Street
Shawnee Mission, KA 66208

JILL KORBELIK, a single person

P. O. Box 11395
Eugene OR 97440

JOHN B. HARDWICKE, VI, aka BEN HARDWICKE, a single person

2271 Duane St., #10
Los Angeles, CA 90039

and

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LAWRENCE G. HARDWICKE, M.D., TRUSTEE OF THE LAWRENCE G. HARDWICKE M.D. REVOCABLE TRUST, THE HARDWICKE MARITAL TRUST, AND THE HARDWICKE FAMILY TRUST, AS CREATED UNDER THE TERMS OF THE HARDWICKE FAMILY REVOCABLE FAMILY TRUST

1625 Westwood
Abilene, TX 79603

Grantee: NEUHAUS & SONS, A Texas General Partnership

Grantee's Mailing Address:

2000 E. Expressway 83
Weslaco, Texas 78596

Consideration:

Cash and a note dated September 28, 2016, executed by Grantee and payable to the order of TEXAS FARM CREDIT SERVICES, FLCA, in the principal amount of FOUR MILLION THREE HUNDRED FORTY-FIVE THOUSAND and NO/100 DOLLARS (\$4,345,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of TEXAS FARM CREDIT SERVICES, FLCA, and by a first-lien deed of trust dated September 28, 2016, from Grantee to MARK A. MILLER, trustee.

Property (including any improvements):

A 807.73 gross acre tract of land out of the WEST ADDITION TO SHARYLAND SUBDIVISION, Lots 9-1, 9-2, and Parts of Lots 9-3, 9-4 and Parts of Lots 10-1, 10-2, and 10-3 and Part of Porcion 53 and 54, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 56, Map Records, Hidalgo County, Texas, and Tortuga Banco No. 65, and Accretion Area, Hidalgo County, Texas, said tract more particularly described by metes and bounds in Exhibit A attached hereto and incorporated herein by reference as if set out in full; together with all permanently installed and built-in items, if any (i.e., pumping site and irrigation system);

and

1990.235 acre feet of Class "A" water rights and 575.00 acre-feet Class "B" water rights, both for irrigation purposes, Certificate of Adjudication No. 23-399, Amendment "D;" said water rights being subject to the restrictions and conditions placed upon the holder thereof under the Certificate of Adjudication and all amendments thereto and the rules and regulations of the Texas Commission on Environmental Quality and any successor thereto.

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Reservations from Conveyance:

For Grantor and each Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property (the "Mineral Estate") not heretofor conveyed by Grantor's predecessors in interest, Grantor's corresponding fractional interest in any royalty under any existing or future lease covering any part of the Property, surface rights (including rights of ingress and egress), production and drilling rights, lease payments, and all related benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.

Exceptions to Conveyance and Warranty:

To the extent they validly exist:

Those items appearing in Exhibit B attached hereto and incorporated herein by reference.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE ACCEPTS THE PROPERTY IN "AS IS" PHYSICAL CONDITION. GRANTOR MAKES NO REPRESENTATION OR WARRANTY REGARDING ANY CROP GROWN OR GROWING ON THE LAND. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS HAD THE OPPORTUNITY TO INSPECT THE PROPERTY OR HAS OR MAY HAVE AN INSPECTION THEREOF TO BE MADE ON GRANTEE'S BEHALF AND IT IS UNDERSTOOD AND AGREED THAT NEITHER GRANTOR NOR ANY PERSON ACTING OR PURPORTING TO ACT FOR GRANTOR HAS MADE OR NOW MAKES ANY REPRESENTATION AS TO THE PHYSICAL CONDITION (LATENT OR PATENT OR OTHERWISE), OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY EXCEPT AS HEREIN SPECIFICALLY SET FORTH. GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND GRANTEE

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THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE HAD BETWEEN THE PARTIES ARE HEREBY MERGED IN THIS DEED WHICH, WITH THE CONTRACT TO SELL THE PROPERTY FULLY AND COMPLETELY EXPRESSES GRANTOR'S AND GRANTEE'S AGREEMENT AND THAT THE DEED IS ACCEPTED AFTER FULL INVESTIGATION, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION MADE BY THE OTHER NOT EMBODIED IN THIS DEED AND THE CONTRACT FOR THE SALE OF THE PROPERTY.

To the extent of \$2,584,992.00, TEXAS FARM CREDIT SERVICES, FLCA, at Grantee's request, has paid in cash to Grantor the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of TEXAS FARM CREDIT SERVICES, FLCA, and are transferred to TEXAS FARM CREDIT SERVICES, FLCA, without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

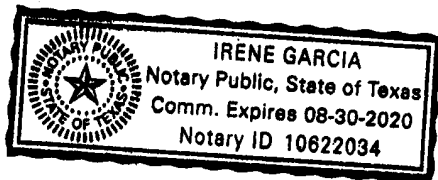


CHARLES E. PRATT, III, AS TRUSTEE OF THE
CHARLES E. PRATT FAMILY TRUST

STATE OF TEXAS)

COUNTY OF NUECES)

This instrument was acknowledged before me on 29th day of September, 2016, by CHARLES E. PRATT, III, AS TRUSTEE OF THE CHARLES E. PRATT FAMILY TRUST.




Notary Public, State of Texas

My commission expires: 8-30-2020

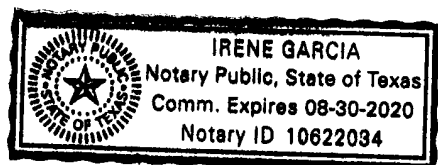
Edwards Abstract and Title Co., GF 907555

Stacy P. Patterson
Stacy P. Patterson

STATE OF TEXAS)

COUNTY OF NUECES)

This instrument was acknowledged before me on 29 day of September, 2016, by STACY P. PATTERSON.



Irene Garcia
Notary Public, State of Texas
My commission expires: 8.30.2020

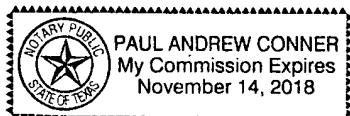
Edwards Abstract and Title Co., GF 907555

Stephanie P. Kuhles
Stephanie P. Kuhles

STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on 30 day of September, 2016, by
STEPHANIE P. KUHLES.



Paul Andrew Conner
Notary Public, State of Texas
My commission expires: November 14, 2018

Paul Andrew Conner

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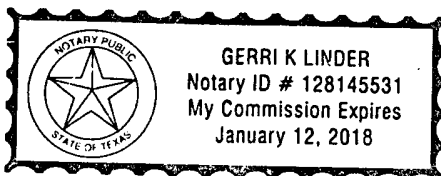
Lawrence G. Hardwicke

LAWRENCE G. HARDWICKE, M.D., TRUSTEE OF THE LAWRENCE G. HARDWICKE M.D. REVOCABLE TRUST, THE HARDWICKE MARITAL TRUST, AND THE HARDWICKE FAMILY TRUST, AS CREATED UNDER THE TERMS OF THE HARDWICKE FAMILY REVOCABLE FAMILY TRUST

STATE OF TEXAS)

COUNTY OF TAYLOR)

This instrument was acknowledged before me on the 29th day of September, 2016, by LAWRENCE G. HARDWICKE, M.D., AS TRUSTEE OF THE LAWRENCE G. HARDWICKE M.D. REVOCABLE TRUST, THE HARDWICKE MARITAL TRUST, AND THE HARDWICKE FAMILY TRUST, AS CREATED UNDER THE TERMS OF THE HARDWICKE FAMILY REVOCABLE FAMILY TRUST.



Gerri K. Linder
Notary Public, State of Texas *Gerri K. Linder*
My commission expires: 1-12-2018

Edwards Abstract and Title Co., GF 907555

Irene Olivieri

IRENE OLIVIERI FKA MARY IRENE HARDWICKE

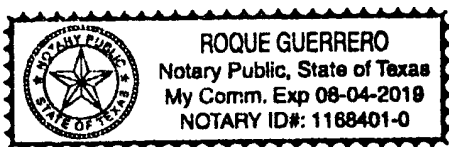
Richard B. Hardwicke

Richard B. Hardwicke, attorney-in-fact

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by Richard B. Hardwicke as attorney-in-fact on behalf of IRENE OLIVIERI FKA MARY IRENE HARDWICKE.



[Signature]
Notary Public, State of Texas

My commission expires: 8-4-2019

Helen Catherine Hardwicke

HELEN CATHERINE HARDWICKE

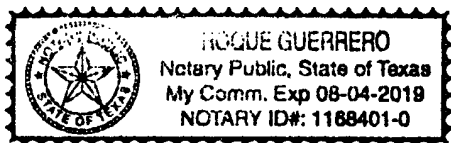
Richard B. Hardwicke

Richard B. Hardwicke, attorney-in-fact

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by Richard B. Hardwicke as attorney-in-fact on behalf of HELEN CATHERINE HARDWICKE.



[Signature]
Notary Public, State of Texas

My commission expires: 8-4-2019

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John B. Hardwicke, VI

JOHN B. HARDWICKE, VI, AKA BEN HARDWICKE

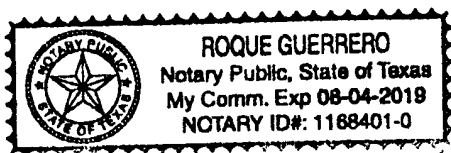
Richard B. Hardwicke

Richard B. Hardwicke, attorney-in-fact

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by Richard B. Hardwicke as attorney-in-fact on behalf of JOHN B. HARDWICKE, VI, AKA BEN HARDWICKE.



[Signature]
Notary Public, State of Texas

My commission expires: 8-4-2019

Alexandra Elizabeth Hardwicke

ALEXANDRA ELIZABETH HARDWICKE

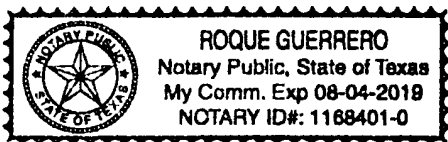
Richard B. Hardwicke

Richard B. Hardwicke, attorney-in-fact

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by Richard B. Hardwicke as attorney-in-fact on behalf of ALEXANDRA ELIZABETH HARDWICKE.



[Signature]
Notary Public, State of Texas

My commission expires: 8-4-2019

Edwards Abstract and Title Co., GF 907555

James B. Hardwicke

JAMES B. HARDWICKE

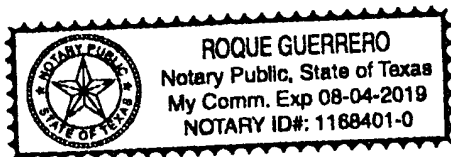
Richard B. Hardwicke

Richard B. Hardwicke, attorney-in-fact

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by Richard B. Hardwicke as attorney-in-fact on behalf of JAMES B. HARDWICKE.



[Signature]
Notary Public, State of Texas

My commission expires: 8-4-2019

Sally Ann Hardwicke Brace

SALLY ANN HARDWICKE BRACE

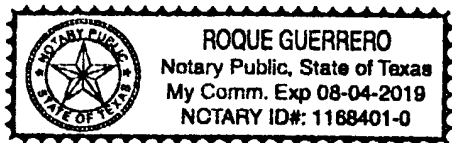
Richard B. Hardwicke

Richard B. Hardwicke, attorney-in-fact

STATE OF TEXAS)

COUNTY OF HIDALGO)

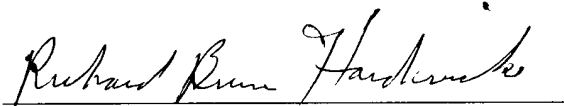
This instrument was acknowledged before me on 28th day of September, 2016, by Richard B. Hardwicke as attorney-in-fact on behalf of SALLY ANN HARDWICKE BRACE.



[Signature]
Notary Public, State of Texas

My commission expires: 8-4-2019

Edwards Abstract and Title Co., GF 907555

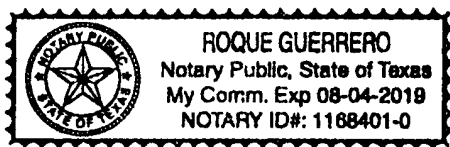

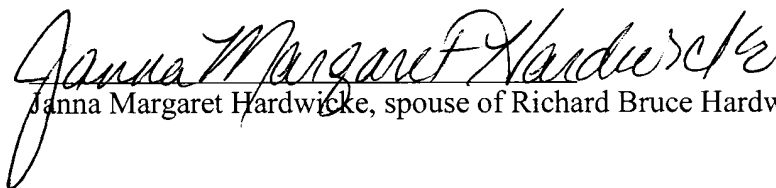


Richard Bruce Hardwicke

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by
RICHARD BRUCE HARDWICKE.

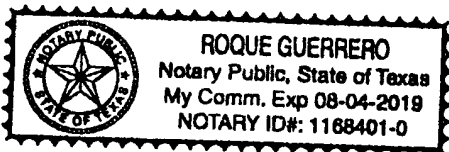



 Notary Public, State of Texas
 My commission expires: 8-4-2019


Janna Margaret Hardwicke, spouse of Richard Bruce Hardwicke, pro forma

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by
JANNA MARGARET HARDWICKE.



 Notary Public, State of Texas
 My commission expires: 8-4-2019

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Mary Helen Korbelik

MARY HELEN KORBELIK

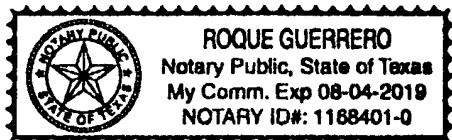
Richard B. Hardwicke

Richard B. Hardwicke, attorney-in-fact

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by Richard B. Hardwicke as attorney-in-fact on behalf of MARY HELEN KORBELIK.



[Signature]

Notary Public, State of Texas

My commission expires: 8-4-2019

Robert B. Korbelik

ROBERT B. KORBELIK

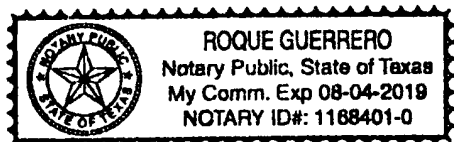
Richard B. Hardwicke

Richard B. Hardwicke, attorney-in-fact

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by Richard B. Hardwicke as attorney-in-fact on behalf of ROBERT KORBELIK.



[Signature]

Notary Public, State of Texas

My commission expires: 8-4-2019

Edwards Abstract and Title Co., GF 907555

Jill Korbelik

JILL KORBELIK

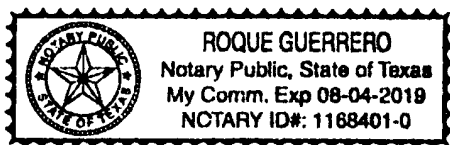
Richard B. Hardwicke

Richard B. Hardwicke, attorney-in-fact

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by Richard B. Hardwicke as attorney-in-fact on behalf of JILL KORBELIK.



[Signature]

Notary Public, State of Texas

My commission expires: 8-4-2019

David John Korbelik

DAVID JOHN KORBELIK

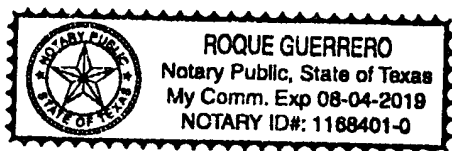
Richard B. Hardwicke

Richard B. Hardwicke, attorney-in-fact

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by Richard B. Hardwicke as attorney-in-fact on behalf of DAVID JOHN KORBELIK.



[Signature]

Notary Public, State of Texas

My commission expires: 8-4-2019

Edwards Abstract and Title Co., GF 907555

EXHIBIT A
(Property Description)

A 807.73 gross acre tract of land out of the WEST ADDITION TO SHARYLAND SUBDIVISION, Lots 9-1, 9-2, and Parts of Lots 9-3, 9-4 and Parts of Lots 10-1, 10-2, and 10-3 and Part of Porcion 53 and 54, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 56, Map Records, Hidalgo County, Texas, and Tortuga Banco No. 65, and Accretion Area Hidalgo County, Texas, said tract more particularly described by metes and bounds as follows:

POINT OF COMMENCEMENT at the Northeast corner of Lot 10-2 also being located on the centerline of Los Ebanos Road, Thence, along and with the centerline of Los Ebanos Road South 08 degrees 39 minutes 00 seconds West, a distance of 934.87 feet to a set 1/2 inch iron rebar being located on the intersection of the South right-of-way line of U.S. 281 (Military Highway) and centerline of Los Ebanos Road and the POINT OF BEGINNING for this description;

THENCE, South 75 degrees 58 minutes 13 seconds East, a distance of 689.40 feet along the South right-of-way line of U.S. 281 (Military Highway) to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, South 45 degrees 26 minutes 00 seconds East, a distance of 269.90 feet along a South river levee easement from United Irrigation Company (UIC) to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, South 46 degrees 56 minutes 00 seconds East, a distance of 286.91 feet, continuing along said South river levee easement from United Irrigation Company (UIC) to a set 1/2 inch iron rebar on the South lot line of said Lot 10-3 for a corner of this tract of land;

THENCE, North 81 degrees 21 minutes 03 seconds West, a distance of 83.52 feet along said South line of Lot 10-3 to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, South 04 degrees 27 minutes 00 seconds East, a distance of 215.37 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, South 39 degrees 32 minutes 00 seconds East, a distance of 100.00 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, South 28 degrees 27 minutes 00 seconds East, a distance of 230.00 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, South 41 degrees 04 minutes 00 seconds East, a distance of 321.00 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

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THENCE, South 46 degrees 38 minutes 00 seconds East, a distance of 790.36 feet to a set 1/2 inch iron rebar estimated to be located at the Southwest corner of a 0.55 acre tract from United Irrigation Company (UIC) to the JW HOIT ESTATE, Deed No. 230 and a corner of this tract of land;

THENCE, North 44 degrees 16 minutes 00 seconds East, a distance of 51.80 feet to a set 1/2 inch iron rebar estimated to be located at the Northwest corner of said 0.55 acre tract and a corner of this tract of land;

THENCE, South 46 degrees 08 minutes 00 seconds East, a distance of 1016.79 feet to a point on an old fence line (Deed call 874.20 feet) to a corner that is to be located from a set 1/2 inch iron rebar having an offset of North 89 degrees 37 minutes 41 seconds East, a distance of 26.17 feet said corner being also 112.0 feet West of said Porcion 54 East line and said corner being also the Northeast corner of this tract of land;

THENCE, South 09 degrees 35 minutes 02 seconds West, along said old fence line, a distance of 233.94 feet (Deed call: 326.50 feet) 112.0 feet West of and parallel to the East line of said Porcion 54 to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, South 58 degrees 41 minutes 00 seconds West, a distance of 136.36 feet (Deed call: 160.0 feet) to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, North 81 degrees 19 minutes 00 seconds West, a distance of 172.00 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, South 38 degrees 41 minutes 00 seconds West, a distance of 540.00 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, South 08 degrees 41 minutes 00 seconds West, a distance of 365.00 feet to a location where the North bank of the Rio Grande River formerly intersected (Deed call), THENCE, continuing for a total distance of 934.46 feet to the Southeast corner of this tract of land that is to be located from a set 1/2 inch iron rebar having an offset of North 74 degrees 26 minutes 00 seconds East, a distance of 4.18 feet of this tract of land;

THENCE, North 46 degrees 53 minutes 52 seconds West, a distance of 13.42 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 77 degrees 37 minutes 42 seconds West, a distance of 58.54 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 70 degrees 07 minutes 34 seconds West, a distance of 106.16 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

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THENCE, North 76 degrees 05 minutes 25 seconds West, a distance of 163.01 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 85 degrees 21 minutes 38 seconds West, a distance of 284.83 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 21 degrees 19 minutes 14 seconds West, a distance of 71.94 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 72 degrees 29 minutes 45 seconds West, a distance of 486.90 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 46 degrees 51 minutes 21 seconds West, a distance of 603.59 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 32 degrees 23 minutes 15 seconds West, a distance of 527.80 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 21 degrees 41 minutes 33 seconds West, a distance of 712.51 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 15 degrees 14 minutes 40 seconds West, a distance of 592.75 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 04 degrees 24 minutes 13 seconds West, a distance of 979.97 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 03 degrees 31 minutes 36 seconds East, a distance of 1033.02 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 07 degrees 30 minutes 50 seconds East, a distance of 400.30 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 00 degrees 57 minutes 08 seconds West, a distance of 215.37 feet

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following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 13 degrees 39 minutes 36 seconds West, a distance of 213.72 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 31 degrees 20 minutes 43 seconds West, a distance of 461.45 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 48 degrees 54 minutes 17 seconds West, a distance of 202.22 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 62 degrees 22 minutes 03 seconds West, a distance of 251.70 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 71 degrees 05 minutes 52 seconds West, a distance of 165.81 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 89 degrees 13 minutes 02 seconds West, a distance of 212.60 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 56 degrees 10 minutes 58 seconds West, a distance of 361.45 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 48 degrees 24 minutes 16 seconds West, a distance of 139.77 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 20 degrees 50 minutes 03 seconds West, a distance of 63.21 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 44 degrees 58 minutes 40 seconds West, a distance of 138.13 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 32 degrees 02 minutes 30 seconds West, a distance of 1724.56 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

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THENCE, North 39 degrees 30 minutes 11 seconds West, a distance of 181.09 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 30 degrees 27 minutes 07 seconds West, a distance of 216.25 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 22 degrees 01 minutes 53 seconds West, a distance of 364.86 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 06 degrees 53 minutes 44 seconds West, a distance of 577.12 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 03 degrees 38 minutes 02 seconds West, a distance of 290.64 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 02 degrees 39 minutes 35 seconds East, a distance of 271.29 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 07 degrees 44 minutes 07 seconds East, a distance of 516.61 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 12 degrees 35 minutes 36 seconds East, a distance of 1145.68 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 06 degrees 53 minutes 26 seconds East, a distance of 270.18 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 00 degrees 34 minutes 11 seconds East, a distance of 554.65 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 13 degrees 51 minutes 42 seconds West, a distance of 439.41 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 19 degrees 17 minutes 48 seconds West, a distance of 647.39 feet to

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the Southwest corner of this tract of land that is to be located from a set 1/2 inch iron rebar having an offset of North 00 degrees 00 minutes 23 seconds East, a distance of 50.00 feet also being the approximate location where the North bank of the Rio Grande River and East line of said Porcion 52 intersect for this tract of land;

THENCE, North 08 degrees 42 minutes 45 seconds East, along the centerline of Brush a distance of 1469.82 feet to a set 1/2 inch iron rebar for the Southwest corner of Lot 9-1 in all a total distance of 3300.00 feet along the East line of said Porcion 52 and being the East line of the Old Fernandez strip now recorded under Volume 934, Page 554-556, Hidalgo County Map Records to a set 1/2 inch iron rebar being the intersection of the South right-of-way line of said U.S. 281 (Military Highway) with said Porcion 52 East line and being also the Northwest corner for this tract of land;

THENCE, South 80 degrees 36 minutes 41 seconds East, a distance of 1103.15 feet along the South right-of-way line of said U.S. 281 (Military Highway) to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, continuing along the South right-of-way line of U.S. 281 (Military Highway), South 79 degrees 42 minutes 06 seconds East, a distance of 276.81 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, continuing along the South right-of-way line of said U.S. 281 (Military Highway), South 08 degrees 39 minutes 54 seconds West, a distance of 5.00 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, continuing along the South right-of-way line of U.S. 281 (Military Highway), South 79 degrees 42 minutes 06 seconds East, a distance of 73.89 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, continuing along the South right-of-way line of U.S. 281 (Military Highway), South 78 degrees 28 minutes 44 seconds East, a distance of 343.36 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, continuing along the South right-of-way line of U.S. 281 (Military Highway), South 76 degrees 24 minutes 56 seconds East, a distance of 836.16 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, continuing along the South right-of-way line of U.S. 281 (Military Highway), South 75 degrees 58 minutes 09 seconds East, a distance of 70.36 feet to the POINT OF BEGINNING of this description, and containing within these metes and bounds 807.73 gross acres of land, more or less.

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EXHIBIT B

(Exceptions to Conveyance and Warranty)

- bd. Mineral and/or royalty grant and/or reservation in instrument(s) dated August 1, 1961, recorded in Volume 1014, Page 446, Deed Records; dated June 27, 1963, recorded in Volume 1065, Page 537, Deed Records; and, dated December 30, 1963, recorded in Volume 1078, Page 590, Deed Records, Hidalgo County, Texas.
- be. Mineral and/or royalty grant and/or reservation in instrument(s) dated April 30, 1946, recorded in Volume 632, Page 329, Deed Records; dated November 15, 1949, recorded in Volume 104, Page 538, Oil and Gas Records; dated May 15, 1958, recorded in Volume 928, Page 394, Deed Records; dated November 24, 1962, recorded in Volume 1049, Page 145, Deed Records; dated December 30, 1963, recorded in Volume 1078, Page 590, Deed Records; dated May 11, 1964, recorded in Volume 1088, Page 352, Deed Records; dated November 20, 1972, recorded in Volume 342, Page 970, Oil and Gas Records; and, dated December 19, 1972, recorded in Volume 343, Page 62, Oil and Gas Records, Hidalgo County, Texas
- bf. Oil, Gas and Mineral Lease(s) dated October 1, 1970, recorded in Volume 328, Page 767, Oil and Gas Records; dated October 1, 1970, recorded in Volume 328, Page 793, Oil and Gas Records; dated November 1, 1970, recorded in Volume 328, Page 805, Oil and Gas Records; and, dated April 20, 1983, recorded in Volume 428, Page 357, Oil and Gas Records, Hidalgo County, Texas.
- bg. Oil, Gas and Mineral Lease(s) dated March 30, 1983, recorded in Volume 1851, Page 336, Official Records; dated June 24, 1983, recorded in Volume 1858, Page 235, Official Records; dated September 28, 1983, recorded in Volume 1897, Page 20, Official Records; dated September 5, 1983, recorded in Volume 1910, Page 813, Official Records; dated October 27, 1983, recorded in Volume 1910, Page 827, Official Records; dated September 5, 1983, recorded in Volume 1913, Page 393, Official Records; dated September 5, 1983, recorded in Volume 1919, Page 397, Official Records; dated September 5, 1983, recorded in Volume 1925, Page 571, Official Records; dated September 5, 1983, recorded in Volume 1929, Page 601, Official Records; dated February 22, 1984, recorded in Volume 1967, Page 190, Official Records; dated February 22, 1984, recorded in Volume 1984, Page 678, Official Records; and, dated September 5, 1983, recorded in Volume 2010, Page 760, Official Records, Hidalgo County, Texas.
- bh. Oil, Gas and Mineral Lease(s) dated October 1, 1976, recorded in Volume 328, Page 759, Oil and Gas Records; dated October 1, 1970, recorded in Volume 328, Page 783, Oil and Gas Records; dated October 1, 1970, recorded in Volume 328, Page 799, Oil and Gas Records; and, dated December 1, 1983,

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recorded in Volume 1994, Page 465, Official Records, Hidalgo County, Texas.

- bi. Oil, Gas and Mineral Lease(s) dated December 1, 1983, recorded in Volume 1930, Page 888, Official Records, and amended in instrument dated October 11, 1984, recorded in Volume 2150, Page 155, Official Records, Hidalgo County, Texas.
- bj. Memorandum of Oil and Gas Lease(s) dated September 1, 2005, recorded under Clerk's File No. 1542899, Official Records; dated November 1, 2005, recorded under Clerk's File No. 1587724, Official Records; and, dated August 2, 2006, recorded under Clerk's File No. 1689606, Official Records, Hidalgo County, Texas.
- bk. Memorandum and Amendment of Letter Agreement dated June 25, 2002, recorded under Clerk's File No. 1305006, Official Records, and dated June 25, 2002, recorded under Clerk's File No. 1482349, Official Records, Hidalgo County, Texas.
- bl. Memorandum of Geophysical Permit and Lease Option Agreement(s) dated June 25, 2002, recorded under Clerk's File No. 1305006, Official Records; dated March 1, 2004, recorded under Clerk's File No. 1339990, Official Records; dated July 12, 2004, recorded under Clerk's File No. 1382393 and extended under Clerk's File No. 1581248, Official Records; dated July 9, 2004, recorded under Clerk's File No. 1399600 and extended under Clerk's File No. 1650880, Official Records; dated May 1, 2004, recorded under Clerk's File No. 1434658, Official Records; dated February 3, 2005, recorded under Clerk's File No. 1458866, Official Records; and, dated December 25, 2005, recorded under Clerk's File No. 1601274, Official Records, Hidalgo County, Texas.
- bm. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed herein or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed herein.
- bn. Conveyance of Water Rights dated July 21, 1973, recorded in Volume 1373, Page 723, Deed Records, Hidalgo County, Texas.
- bo. Water Right Agreement and Conveyance dated February 5, 1973, recorded in Volume 1352, Page 323, Deed Records, Hidalgo County, Texas.
- bp. Reservation of water rights and/or other rights if any, as set forth in Amendment of Certificate of Adjudication dated August 31, 1973, recorded in Volume 1, Page 779, Water Rights Records, Hidalgo County, Texas.
- bq. Easement and/or other rights, if any, as set forth in untitled instrument dated February 21, 1908, recorded in Volume "V", Page 116, Deed Records, Hidalgo County, Texas.

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- br. Easement and/or other rights, if any, as set forth in untitled instrument dated January 20, 1909, recorded in Volume "Z", Page 126, Deed Records, Hidalgo County, Texas.
- bs. Easement and/or other rights, if any, as set forth in Warranty Deed dated May 11, 1921, recorded in Volume 177, Page 89, Deed Records, Hidalgo County, Texas.
- bt. Easement and/or other rights, if any, as set forth in Warranty Deed dated December 24, 1926, recorded in Volume 243, Page 29, Deed Records, Hidalgo County, Texas.
- bu. Right of Way Agreement dated August 22, 1950, recorded in Volume 698, Page 567, Deed Records, Hidalgo County, Texas.
- bv. Easement and/or other rights, if any, as set forth in untitled instrument dated May 13, 1955, recorded in Volume 830, Page 473, Deed Records, and in instrument dated July 9, 1955, recorded in Volume 835, Page 22, Deed Records, Hidalgo County, Texas.
- bw. Easement and/or other rights, if any, as set forth in untitled instrument(s) dated June 6, 1955, recorded in Volume 834, Page 192, Deed Records and dated July 30, 1956, recorded in Volume 867, Page 94, Deed Records, and Quit Claim dated June 23, 1975, recorded in Volume 1449, Page 962, Deed Records, Hidalgo County, Texas.
- bx. Easement and/or other rights, if any, as set forth in untitled instrument(s) dated December 15, 1955, recorded in Volume 850, Page 49, Deed Records; and Quit Claim dated June 23, 1975, recorded in Volume 1449, Page 962, Deed Records, Hidalgo County, Texas.
- by. Easement and/or other rights, if any, as set forth in untitled instrument(s) dated January 23, 1956, recorded in Volume 852, Page 293, Deed Records, dated April 16, 1956, recorded in Volume 860, Page 158, Deed Records, and dated March 12, 1956, recorded in Volume 867, Page 92, Deed Records, Hidalgo County, Texas.
- bz. Easement and/or other rights, if any, as set forth in untitled instrument(s) dated April 16, 1956, recorded in Volume 860, Page 155, Deed Records; and Quit Claim dated June 23, 1975, recorded in Volume 1449, Page 962, Deed Records, Hidalgo County, Texas.
- ca. Easement and/or other rights, if any, as set forth in untitled instrument dated December 26, 1956, recorded in Volume 879, Page 382, Deed Records, Hidalgo County, Texas.
- cb. Easement and/or other rights, if any, as set forth in untitled instrument dated January 8, 1957, recorded in Volume 882, Page 411, Deed Records, Hidalgo

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County, Texas.

- cc. Easement and/or other rights, if any, as set forth in untitled instrument dated February 25, 1957, recorded in Volume 882, Page 407, Deed Records, Hidalgo County, Texas.
- cd. Easement and/or other rights, if any, as set forth in untitled instrument dated May 9, 1957, recorded in Volume 889, Page 386, Deed Records, Hidalgo County, Texas.
- ce. Easement and/or other rights, if any, as set forth in untitled instrument dated June 24, 1957, recorded in Volume 892, Page 27, Deed Records, Hidalgo County, Texas.
- cf. Easement and/or other rights, if any, as set forth in untitled instrument dated December 17, 1957, recorded in Volume 906, Page 358, Deed Records, Hidalgo County, Texas.
- cg. Easement and/or other rights, if any, as set forth in untitled instrument(s) dated July 5, 1958, recorded in Volume 920, Page 113, Deed Records, and dated July 23, 1958, recorded in Volume 921, Page 1, Deed Records, Hidalgo County, Texas.
- ch. Easement and/or other rights, if any, as set forth in untitled instrument(s) dated December 22, 1958, recorded in Volume 974, Page 268, Deed Records, and dated March 31, 1960, recorded in Volume 975, Page 320, Deed Records, Hidalgo County, Texas.
- ci. Easement and/or other rights, if any, as set forth in untitled instrument(s) dated February 27, 1960, recorded in Volume 981, Page 505, Deed Records; dated May 24, 1960, recorded in Volume 981, Page 507, Deed Records; and, dated June 27, 1960, recorded in Volume 982, Page 84, Deed Records, Hidalgo County, Texas.
- cj. Easement and/or other rights, if any, as set forth in untitled instrument dated May 3, 1961, recorded in Volume 1006, Page 56, Deed Records, Hidalgo County, Texas.
- ck. Easement and/or other rights, if any, as set forth in untitled instrument dated May 3, 1961, recorded in Volume 1006, Page 57, Deed Records, Hidalgo County, Texas.
- cl. Easement and/or other rights, if any, as set forth in untitled instrument dated May 31, 1961, recorded in Volume 1008, Page 299, Deed Records, Hidalgo County, Texas.
- cm. Right of Way Easement dated October -, 1968, recorded in Volume 1243, Page 751, Deed Records, Hidalgo County, Texas.

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- cn. Right of Way Easement dated October -, 1968, recorded in Volume 1243, Page 754, Deed Records, Hidalgo County, Texas.
- co. Easement Deeds (Levee) dated June 20, 1974, recorded in Volume 1412, Page 90, Deed Records; dated October 17, 1974, recorded in Volume 1423, Page 191, Deed Records; dated October 17, 1974, recorded in Volume 1423, Page 196, Deed Records; dated October 17, 1974, recorded in Volume 1423, Page 200, Deed Records; and, dated October 29, 1974, recorded in Volume 1424, Page 787, Deed Records, Hidalgo County, Texas.
- cp. Not applicable.
- cq. Not applicable.
- cr. Easements for roadways, old canal right of way, floodway area, levee and channel area, levee and spoils area, river levee, irrigation and vent valves, irrigation gate, drain ditch, power poles, and power poles with guy wires all as shown on survey plat dated September 8, 2016, prepared by Joe B. Winston, R.P.L.S. No. 3780, Job. No. S-5283.
- cs. Not applicable.
- ct. Rights of the United States of America (if any) to construct and maintain a fence or wall on the subject property.
- cu. Not applicable.
- cv. Not applicable.
- cw. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed herein or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed herein.
- cx. Easements and reservations as may appear upon the recorded map and dedication of said the maps of West Addition to Sharyland, recorded in Volume 1, Page 56, Map Records and Capisallo District Subdivision, recorded in Volume "P", Pages 226-227 Deed Records, Hidalgo County, Texas.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Signed this 5th day of December, 2019.



Padinare Unnikrishna, Ph.D., P.E., CFM
Supervisory Civil Engineer, USIBWC

From: [Greg Gentsch](#)
To: [Padinare Unnikrishna](#)
Cc: [Tommy Fisher](#)
Subject: Copy of info left with your El Paso office this past week
Date: Wednesday, November 13, 2019 6:27:16 PM
Attachments: [Floodplain Lateral flow LRGV.pdf](#)
[Rio Grande fence within floodplain above Anzalduas dam.pdf](#)

Greetings Dr. Unnikrishna,

I'm sorry I missed you last week. Please see attached and feel free to call me if you have any questions.

Thank you,

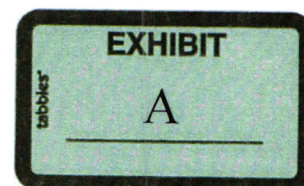


Greg Gentsch, P.E.
Civil Engineer
T G R Construction, Inc.

Cell (480) 254-8475

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1302 W Drivers Way Tempe, AZ 85284-1048
(877) 796-9238 (480) 730-1033 Fax: (480) 730-1264 www.fisherind.com

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Southwest Asphalt
Southwest Asphalt Paving
Fisher Sand & Gravel - New Mexico, Inc.
General Steel and Supply Company
Southwest Concrete Paving Co.

October 28, 2019

Analysis of the lateral flow rates and volumes from floodway to floodplain

This is for the segment of the Rio Grande below Bentsen Rio Grande Valley State Park. This is from 6.3 miles to 3.3 miles upstream from Anzalduas Dam which spans the Rio Grande between McAllen, TX and Reynosa, Mexico.

- 18 foot tall bollards will be installed along 15,600 feet of riverfront approximately 10 feet outside of the floodway.
- The area of floodplain behind the bollards will be 863 acres.
- Depth of inundation for delineated floodplain ranges from 3' to 15'. Average depth is estimated at 7'.
- The average depth of water at the bollards during this event will also be 7'.
- Therefore the volume of water to fill the floodplain will be 263 million CF
- Additional tributary inflow from adjoining land is expected to generate up to 20% of the flow onto the floodplain for a local storm.
- Time to fill from start of event is 10-12 hours. Total width of 13,867 openings equals 5,778 feet.
- Average velocity of floodwater passing through is about 0.3 feet/sec. due to some flow at the peak of the event passing "over" the peninsula thereby running through the row of opening twice.
- Calculations with a supporting schematic for the flow rates and sequence are included herewith. The alignment of the bollards will present no obstruction to the Floodway and the velocities parallel to the alignment will help keep debris from "hanging up" on it.

General Statements and Conclusions

Extensive areas of floodplain border both sides of the Rio Grande throughout the lower segment from Falcon Dam to the Gulf of Mexico.

Many of the widest areas are situated where tributaries bring additional runoff into the Flood zone while the Rio Grande is flowing full. Much of the floodplain area is flooded initially by large tributary flows which are relatively unmitigated due to the shorter time of concentration.

The addition of dams on the Rio Grande has reduced the overall footprint of the floodplain over the years and consequently the amount of lateral flow needed to fill the floodplains.

The installation of bollard fence close to the bank of the Rio Grande and situated outside of the Floodway will have no significant detrimental effect on the performance of the Floodway channel. The cleanup and maintenance of the banks will reduce the overall boundary restrictions to the flow.

Lateral flow outward through the bollards during the rising portion of the hydrograph and the subsequent lateral flow from the floodplain back into the main channel is essentially unrestricted since there are 5" openings on either side of every bollard. These lateral flows are slow due to the gentle profile of the river channel which will prevent any rapid rise and fall in the peak flow.

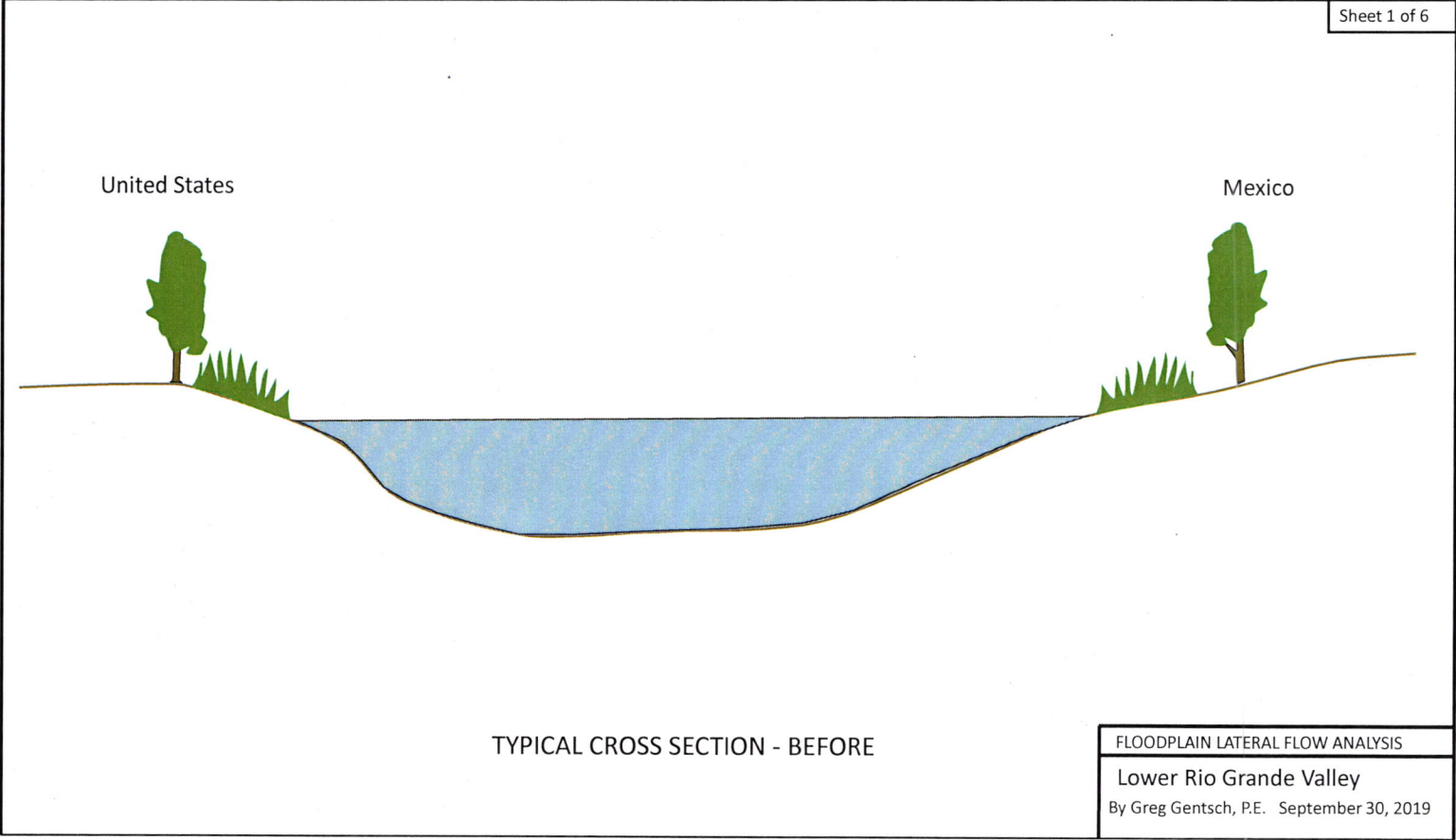
Flow rates on the floodplain are less than 1 foot/sec and generally parallel to the river. Transverse (lateral) flow rates at the bollard fence are also low and are only the result of rebalancing the flood elevation during the event. Flow rates through the 5" gaps should be assumed to be less than about 0.5 feet per second.

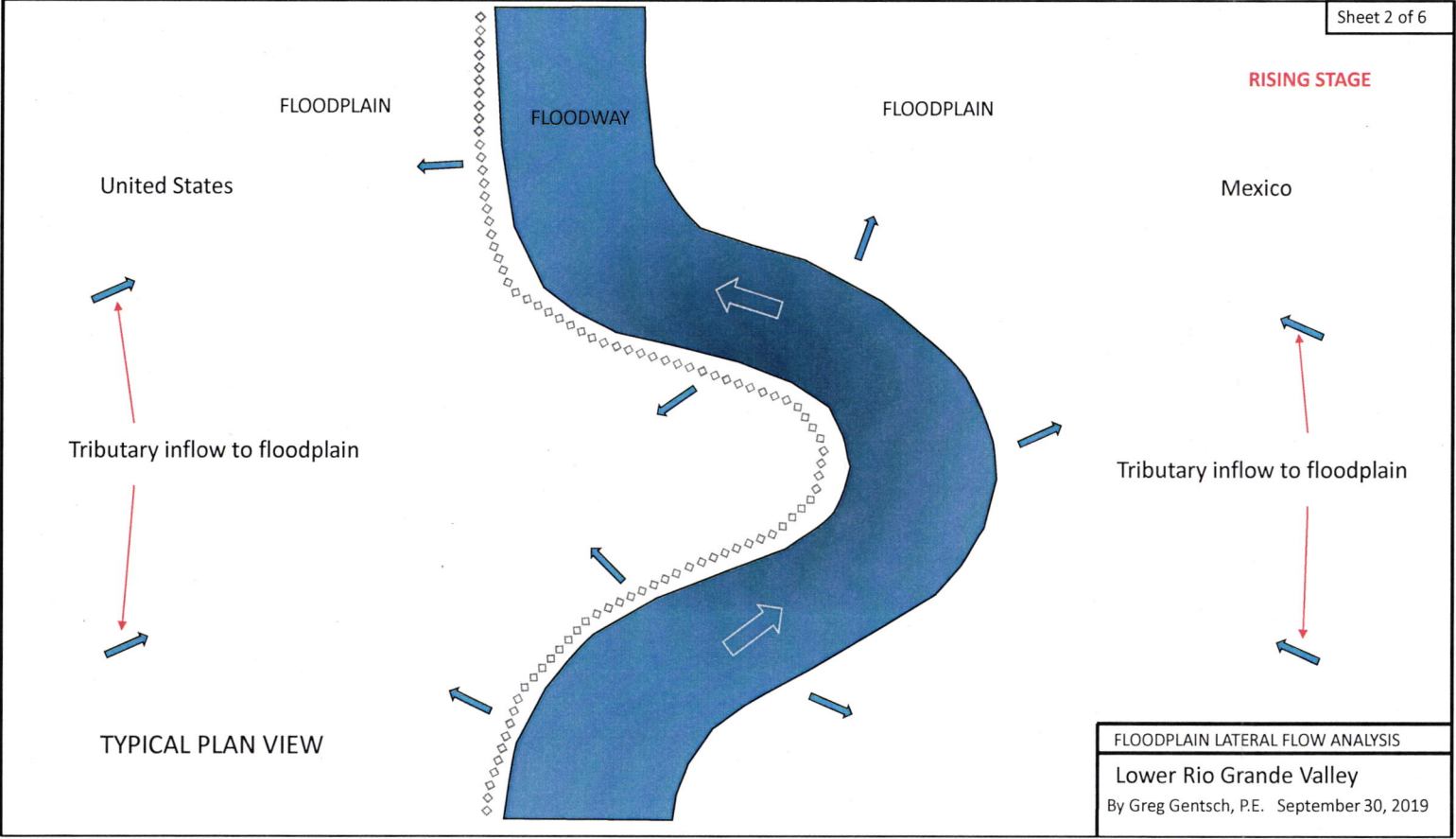
The concrete surfaced road will prevent erosion at the bollards during all stages of these events.

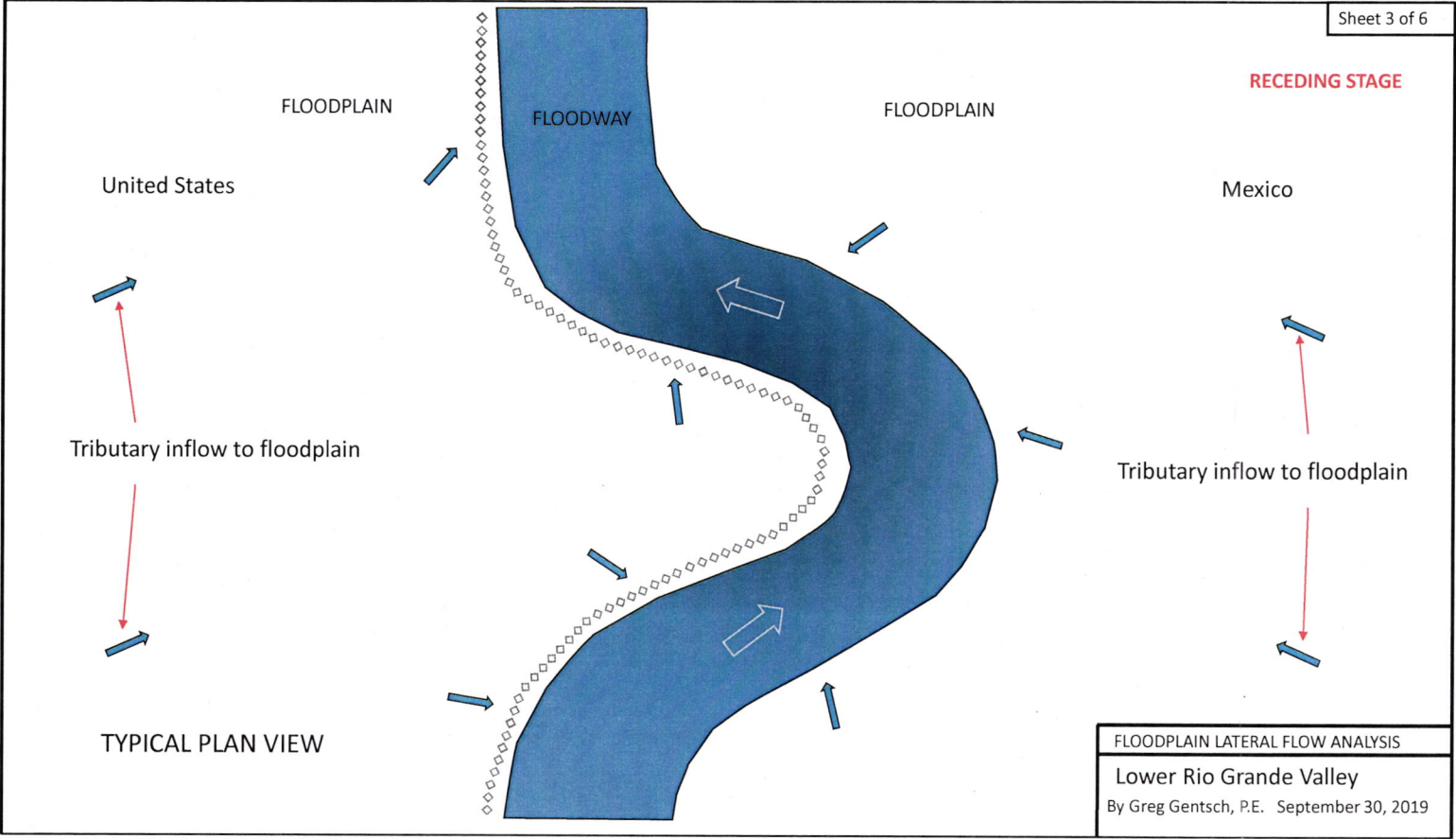
Please contact me if there are any questions or additional information that could be considered.

Regards,

Greg Gentsch, Civil Engineer
TGR Construction, Inc. Fisher Industries







United States

Floodplain

Floodway

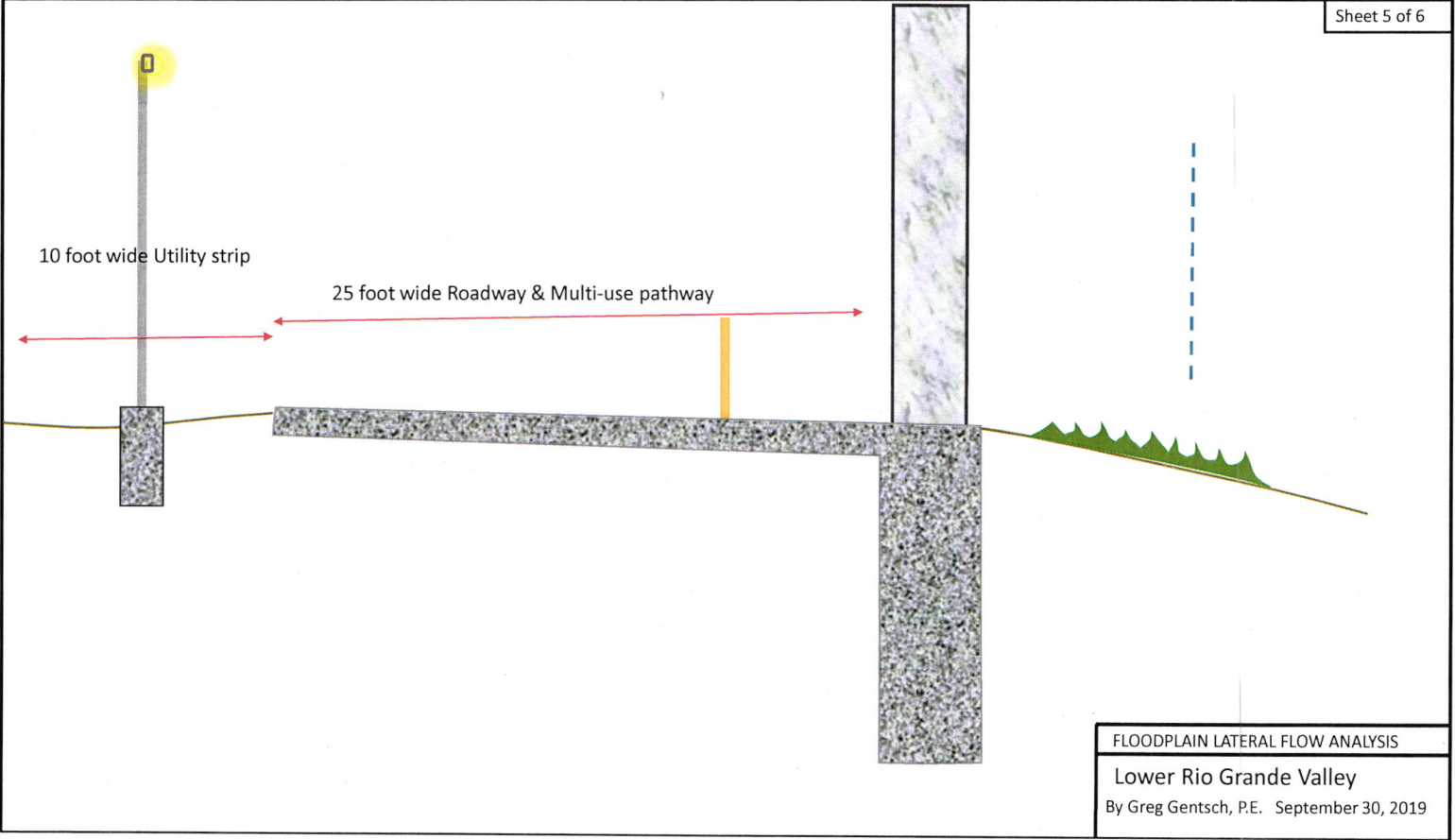
A less obstructed and well maintained riverbank will lower the flood elevation since there will be less obstructing vegetation on the banks in the floodway.

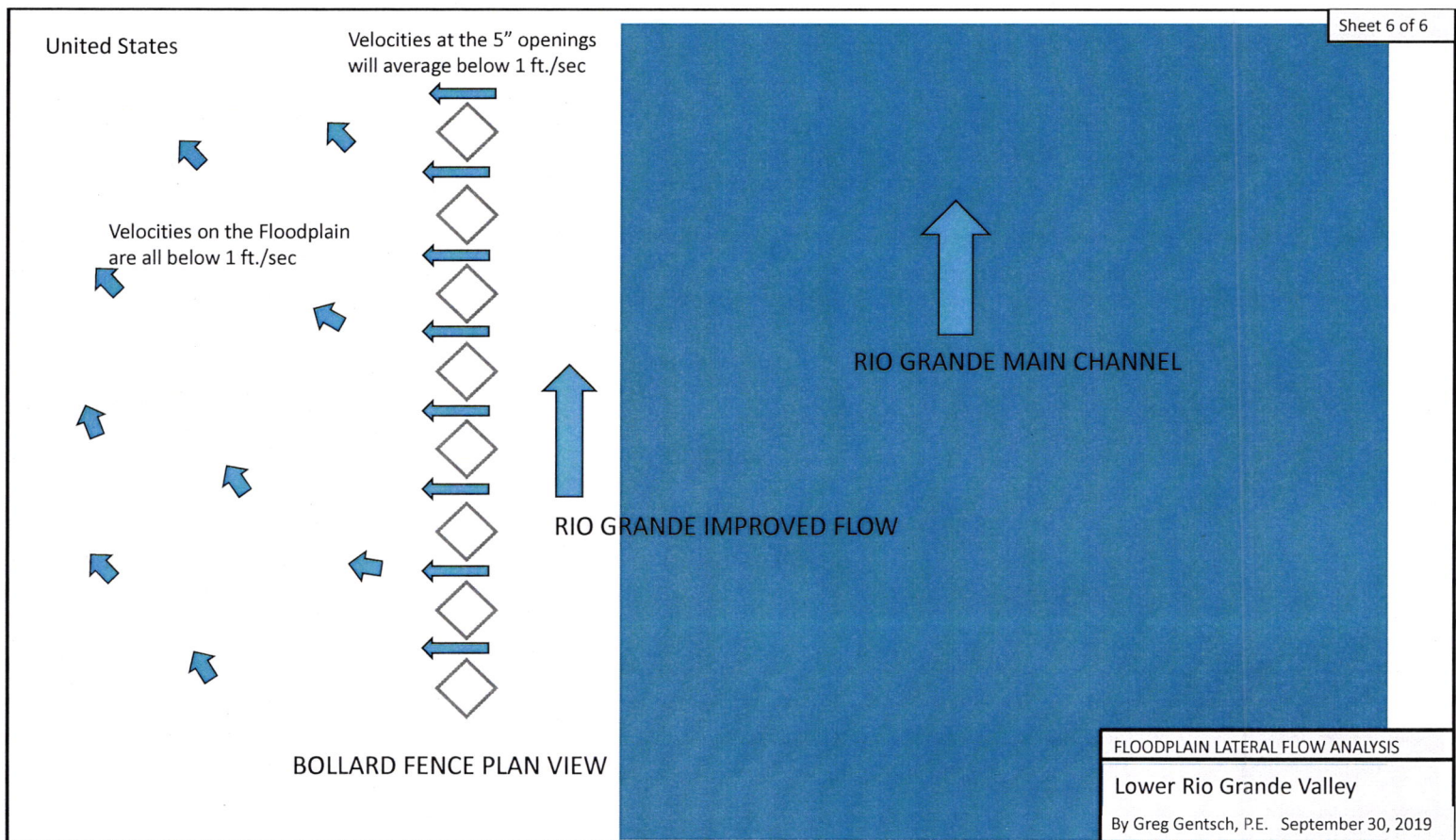
RIVERBANK CROSS SECTION - AFTER

FLOODPLAIN LATERAL FLOW ANALYSIS

Lower Rio Grande Valley

By Greg Gentsch, P.E. September 30, 2019





Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Signed this 5th day of December, 2019.



Apurba K. Borah, Ph.D., P.E.
Lead Hydraulic Engineer, USIBWC

From: [Apurba Borah](#)
To: [ggentsch@fisherind.com](mailto:ggentisch@fisherind.com)
Cc: [Padinare Unnikrishna](#); [John Claudio](#)
Subject: Rio Grande Hydraulic Model and Report
Date: Tuesday, November 19, 2019 12:27:42 PM

This message classified as **Official**

Mr. Gentsch,

Please use the following link to download the HEC-RAS Model and associated report from the following link; as per our IT protocol, this link will be active for 48 hours. Let me know if you have problem accessing the link. This model and report were prepared by S&B Infrastructure for USIBWC in 2009.

https://ibwc-my.sharepoint.com/:f/g/personal/apurba_borah_ibwc_gov/Er3i2SVtSgBAgK31Hhg6tiIBT939iFGVGjI51jKe2DM1yA?e=7aBGcF

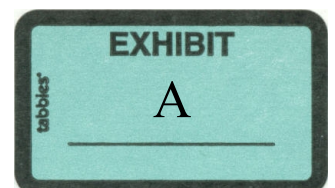
Thanks,

Apurba Borah

Lead Hydraulic Engineer

USIBWC, 915-832-4710

This message is classified as **Official** by IBWC\Apurba.Borah on Tuesday, November 19, 2019 11:27:18 AM



From: [Padinare Unnikrishna](#)
To: [Rebecca Rizzuti](#)
Cc: [Apurba Borah](#)
Subject: FW: Rio Grande Hydraulic Model and Report
Date: Wednesday, December 4, 2019 4:08:47 PM

Deliberative Process Communication – Do Not Share

Rebecca

The following is the email through which Dr. Borah shared the S&B (2008) model with the proponent on Nov 19th.

Thanks
Unni

From: Greg Gentsch <ggentsch@fisherind.com>
Sent: Tuesday, November 19, 2019 12:03 PM
To: Apurba Borah <apurba.borah@ibwc.gov>
Cc: Padinare Unnikrishna <padinare.unnikrishna@ibwc.gov>; John Claudio <john.claudio@ibwc.gov>
Subject: Re: Rio Grande Hydraulic Model and Report

Good afternoon,

I have a version but I will use this one as requested. I cannot download it today but I will return to my office late tomorrow. Thank you for the heads up on the 48-hour time limit.

Regards,



Greg Gentsch
Project Engineer
1302 Drivers Way
Tempe, AZ 85284

(480) 254-8475 cell

On Nov 19, 2019, at 11:27 AM, Apurba Borah <apurba.borah@ibwc.gov> wrote:

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

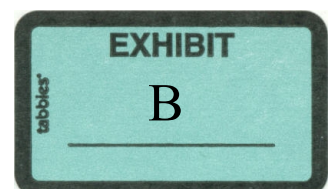
This message classified as **Official**

Mr. Gentsch,

Please use the following link to download the HEC-RAS Model and associated report from the following link; as per our IT protocol, this link will be active for 48 hours. Let me know if you have problem accessing the link. This model and report were prepared by S&B Infrastructure for USIBWC in 2009.

https://ibwc-my.sharepoint.com/:f/g/personal/apurba_borah_ibwc_gov/Er3i2SVtSgBAGK31Hhg6tiIBT939iFGVGjI51jKe2DM1yA?e=7aBGcF

Thanks,



Apurba Borah
Lead Hydraulic Engineer
USIBWC, 915-832-4710

This message is classified as **Official** by IBWC\Apurba.Borah on Tuesday, November 19, 2019 11:27:18 AM

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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION

UNITED STATES OF AMERICA,	§	
	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	CASE NO.
	§	
WE BUILD THE WALL, INC.,	§	
FISHER INDUSTRIES, FISHER SAND	§	
AND GRAVEL CO., AND NEUHAUS &	§	
SONS, LLC,	§	
	§	
<i>Defendants.</i>	§	

DECLARATION OF JOHN CLAUDIO

I, John Claudio, declare as follows:

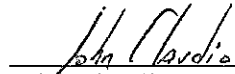
1. I am currently employed as a Realty Specialist at the International Boundary and Water Commission, United States and Mexico, United States Section ("USIBWC") in Mercedes, Texas. My duties as the Realty Specialist include interfacing with, collecting information from, and conveying information to entities that seek to build projects in the floodplain of the Rio Grande in the Lower Rio Grande Flood Control Project.
I make this declaration voluntarily and based on my personal knowledge.
2. On November 19, 2019, I sent an email to Greg Gentsch, a Civil Engineer with Fisher Industries; T. Priebe, another Fisher Industries contact; and Kris Kobach, a contact with the organization We Build the Wall, which requested that all written communication, including emails, between either Fisher Industries or We Build the Wall and the USIBWC be made through me, with a carbon copy to Rebecca Rizzuti, the USIBWC's Assistant Attorney, and Frankie Piñon, my counterpart in the El Paso headquarters of USIBWC. The email is attached hereto as **Exhibit A**.
3. On November 19, 2019, I sent an email to the same Fisher Industries and We Build the Wall contacts requesting detail on the proposed bollard fence project in the Lower Rio Grande Flood Control Project and its impact on the banks of the Rio Grande river. That email is attached hereto as **Exhibit B**.
4. In that email, I asked if Fisher Industries agreed to pause construction activity for their wall or fence project to give USIBWC time to review hydraulic models associated with their project.
5. When I sent the email, I was aware that Dr. Borah sent to Fisher Industries the HEC-RAS

hydraulic model that USIBWC typically requires project proponents to use to generate hydraulic models and reports and I referenced Dr. Borah's email in my email.

6. On November 21, 2019, Mr. Gentsch emailed me confirming that Fisher Industries would pause construction activity for its bollard fence, such as excavation, foundations, and fence construction, to give USIBWC time to review hydraulic models for the proposed bollard fence project. That email is attached as **Exhibit C**.
7. I have not received any documents or data from Fisher Industries or We Built the Wall that constitute the hydraulic analysis that is required by USIBWC for projects that are proposed in the floodplain of the Lower Rio Grande Flood Control Project.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Signed this 5 day of December, 2019.



John Claudio,
Realty Specialist, USIBWC

From: [John Claudio](#)
To: [ggentsch@fisherind.com](#); [tpriebe@fisherind.com](#); [kkobach@gmail.com](#)
Cc: [Rebecca Rizzuti](#); [Frankie Pinon](#); [rich.kaye@gmail.com](#)
Subject: Points of contact
Date: Tuesday, November 19, 2019 4:28:31 PM

This message classified as **Official**

Good afternoon all,

In order to facilitate more efficient communication with the USIBWC, please send any written communication, including emails, to the following 3 people at USIBWC: to myself (john.claudio@ibwc.gov), with a CC to Rebecca Rizzuti (Rebecca.Rizzuti@ibwc.gov) and Frankie Pinon (Frankie.pinon@ibwc.gov) Thank you.

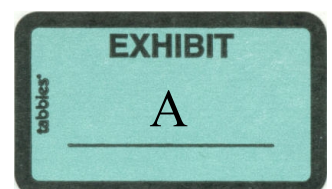
John Claudio

Realty Specialist

United States Section (Mercedes, TX.)

International Boundary and Water Commission (USIBWC)

This message classified as **Official** by **IBWC\John.Claudio** on **Tuesday, November 19, 2019 4:28:27 PM**



From: John Claudio <john.claudio@ibwc.gov>

Sent: Tuesday, November 19, 2019 3:44 PM

To: Greg Gentsch <ggentsch@fisherind.com>; Tim Priebe <tpriebe@fisherind.com>; kkobach@gmail.com

Cc: Diana Forti <diana.forti@ibwc.gov>; Frankie Pinon <frankie.pinon@ibwc.gov>; Jose Nunez <jose.nunez@ibwc.gov>; Sally Spener <Sally.Spener@ibwc.gov>; Sainz, Francisco D <SainzFD@state.gov>; Jayne Harkins <Jayne.Harkins@ibwc.gov>

Subject: Requesting information

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This message classified as **Official**

Good afternoon all,

We have heard recent reports that you will pause your activity in RGV 03 so that the USIBWC can review the hydraulic modeling for your project. We much appreciate your cooperation in this regard.

Dr. Borah sent you the model today – please let us know if you have any questions about that model.

We want to confirm/clarify a few things regarding your project:

- 1) Does your project include any alteration of the existing river banks – (ie, shaving the banks or constructing a “beach” feature? if so, please describe your planned work on the banks of the river.
- 2) Will work on the river banks be included in your hydraulic modeling?
- 3) How close to the banks of the Rio Grande has your vegetation removal come?
- 4) Are you agreeing to pause the following activity in order to give USIBWC time to review your hydraulic models? (please indicate yes or no to each)
 - a. construction on the wall or fence feature (including digging for foundations, laying footings, or foundation work)
 - b. any shaving or alteration of the river bank
 - c. vegetation removal near the banks

I'd appreciate a response by today if possible. If not today, as soon as possible. Please respond to me and the folks CCD on here."

John Claudio

Realty Specialist

United States Section (Mercedes, TX.)

International Boundary and Water Commission (USIBWC)

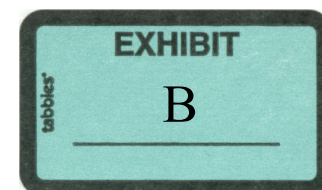
This message classified as **Official** by IBWC\John.Claudio on Tuesday, November 19, 2019 4:44:10 PM

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This message classified as **Official** by IBWC\John.Claudio on Thursday, November 21, 2019 11:14:15 AM

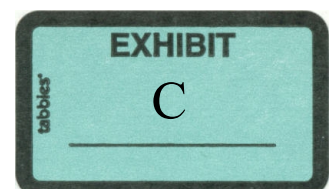
This message classified as **Official** by IBWC\John.Claudio on Thursday, November 21, 2019 11:27:36 AM



From: Greg Gentsch <ggentsch@fisherind.com>
Sent: Thursday, November 21, 2019 1:20 AM
To: John Claudio <John.Claudio@ibwc.gov>; Tim Priebe <tpriebe@fisherind.com>;
kkobach@gmail.com
Cc: Diana Forti <Diana.Forti@ibwc.gov>; Frankie Pinon <frankie.pinon@ibwc.gov>; Jose Nunez
<jose.nunez@ibwc.gov>; Sally Spener <sally.spener@ibwc.gov>; Sainz, Francisco D
<SainzFD@state.gov>; Jayne Harkins <Jayne.Harkins@ibwc.gov>
Subject: RE: Requesting information
Importance: High

Hello John,

Fisher will work together with IBWC to cooperate everywhere possible.

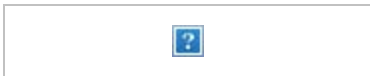


Please accept this email in response to your request(s).

1. Fisher is currently clearing the overgrowth of vegetation from the riverbank along the perimeter of the Neuhaus property. There is no material being imported or exported and every effort will be made to keep material from falling into the river as well. All areas will be seeded with Bermuda grass for erosion control/stabilization.
2. Yes, the cleanup of the vegetation along this segment of riverbank will be reflected in the modeling.
3. The vegetation removal and grading to a uniform slope will be performed on the entire bank.
4. We have agreed to pause per your earlier request. As we understand it this is primarily for the excavation, foundations, and fence construction.
 - a. Yes, see above
 - b. Not at this time, please see above. We would respectfully request that this operation be completed so that we can accurately map the land surface. The presence of the thick vegetation had already been recommended for removal and it significantly affects the accuracy of the mapping.
 - c. Not at this time, please see all above. We respectfully request that the vegetation cleanup be allowed to continue as long as we are not changing the top of bank elevation or importing any material whatsoever into the floodplain.

We look forward to working with you to safely complete this work without significant impacts and satisfying these concerns.

Regards,



Greg Gentsch, P.E.
Civil Engineer
T G R Construction, Inc.

Cell (480) 254-8475

likely to engage in, acts that violate or have violated the requirements of the USIBWC pursuant to the 1970 Treaty between the United States and Mexico. (*Treaty to Resolve Pending Boundary Differences and Maintain the Rio Grande and Colorado River as the International Boundary*, US – Mex, Nov. 23, 1970, TIAS 7313.).

4. There is good cause to believe that the United States has a substantial likelihood of prevailing on the merits of this action.

5. There is good cause to believe that the United States has suffered and will continue to suffer immediate and irreparable damage if the temporary restraining order is not granted.

6. There is good cause to believe that the threatened injury to the United States substantially outweighs any threatened harm to the Defendants.

7. There is good cause to believe that granting the temporary restraining order will not disserve the public interest.

8. **THEREFORE, IT IS ORDERED** that Plaintiff United States' Motion for a Temporary Restraining Order and Preliminary Injunction is hereby **GRANTED** as follows. Pending a preliminary injunction hearing, Defendants (and anyone acting on their behalfs who receive actual notice of this Order) are hereby immediately restrained and enjoined as follows:

- (a) constructing a bollard structure, wall or similar structure along the bank and within the floodplain of the Rio Grande River on land described as an 807.73 gross acre tract of land out of the WEST ADDITION TO SHARYLAND SUBDIVISION, Lots 9-1, 9-2, and Parts of Lots 9-3, 9-4 and Parts of Lots 10-1, 10-2, and 10-3 and Part of Porcion 53 and 54, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 56, Map Records, Hidalgo County, Texas as described in the Special Warranty Deed filed as Document No. 2752394, Official Records of Hidalgo County, Texas (hereinafter described in its entirety as the "Neuhaus Property")¹ until such time

¹ For the full metes and bounds description of the Neuhaus Property, see the Special Warranty Deed attached as Exhibit 1.

as WBTW and Fisher Industries comply with the requirements of the USIBWC pursuant to the 1970 Treaty between the United States and Mexico. (*Treaty to Resolve Pending Boundary Differences and Maintain the Rio Grande and Colorado River as the International Boundary*, US – Mex, Nov. 23, 1970, TIAS 7313.);

- (b) constructing a bollard structure, wall or similar structure along the bank and within the floodplain of the Rio Grande River on the Neuhaus Property until such time as USIBWC fulfills its analysis and other requirements pursuant to the 1970 Treaty between the United States and Mexico. (*Treaty to Resolve Pending Boundary Differences and Maintain the Rio Grande and Colorado River as the International Boundary*, US – Mex, Nov. 23, 1970, TIAS 7313.); and
- (c) further work impacting the bank of the Rio Grande on the Neuhaus Property until such time as USIBWC reviews the proposed changes to the embankment and issues a permit allowing such modification.

IT IS FURTHER ORDERED:

- 9. Defendants' response(s) to United States' Motion for Preliminary Injunction, is due on or before _____.
- 10. The United States' reply in support of its Motion for Preliminary Injunction is due on _____.
- 11. The Court will hold a hearing on the United States' Motion for Preliminary Injunction on _____ beginning at __:00 __m.

IT IS SO ORDERED.

SIGNED and issued at _____ .m., this _____ day of _____, 2019.

RANDY CRANE
UNITED STATES DISTRICT JUDGE



VG-120-2016-2752394

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 2752394

Billable Pages: 25

Recorded On: October 04, 2016 03:27 PM

Number of Pages: 26

*****Examined and Charged as Follows*****

Total Recording: 132.00

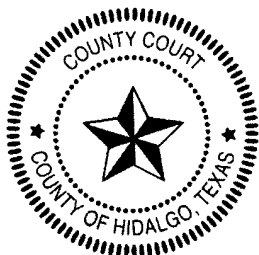
*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document No: 2752394
Receipt No: 20161004000427
Recorded On: October 04, 2016 03:27 PM
Deputy Clerk: Imelda Leal
Station: CH-1-CC-K12

Record and Return To:



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas



Edwards Abstract and Title Co., GF 907555 MDL

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: September 28, 2016

Grantor **CHARLES E. PRATT, III, as Trustee of the CHARLES PRATT FAMILY TRUST**

And

Grantor's 301 Cape Hatteras Dr.
Mailing Corpus Christi, TX 78412

Addresses: **STACY P. PATTERSON**, spouse of Brian Patterson, dealing with non-homestead separate property

206 Lorraine Drive
Corpus Christi, TX 78411

STEPHANIE P. KUHLES, spouse of Matthew Kuhles, dealing with non-homestead separate property

9510 Scenic Bluff Drive
Austin, TX 78733

IRENE OLIVIERI fka MARY IRENE HARDWICKE, spouse of Lance Joseph Olivieri, dealing with non-homestead separate property

5722 N. Tula Lane
Tucson, AZ 85743

HELEN CATHERINE HARDWICKE, a single person

27 Dudley Avenue
Venice, CA 90291

ALEXANDRA ELIZABETH HARDWICKE, a single person

609 Franklin Blvd. A
Austin, TX 78751

Edwards Abstract and Title Co., GF 907555

JAMES B. HARDWICKE, spouse of Michelle Hardwicke, dealing with non-homestead separate property

3837 W. Lark Street
Springfield, MO 65810

SALLY ANN HARDWICKE BRACE, spouse of Robert Brace, dealing with non-homestead separate property

2000 N. 8th
McAllen, TX 78501

RICHARD BRUCE HARDWICKE, spouse of Janna Margaret Hardwicke, dealing with non-homestead separate property

112 E. Warbler Avenue
McAllen, TX 78504

MARY HELEN KORBELIK, a single person

3316 W. 69th Street
Shawnee Mission, KA 66208

ROBERT B. KORBELIK, spouse of Debra Anne Korblik, dealing with non-homestead, separate property

10755 E. Stoney Lane
Scottsdale, AZ 85262

DAVID JOHN KORBELIK, a single person

3316 W. 69th Street
Shawnee Mission, KA 66208

JILL KORBELIK, a single person

P. O. Box 11395
Eugene OR 97440

JOHN B. HARDWICKE, VI, aka BEN HARDWICKE, a single person

2271 Duane St., #10
Los Angeles, CA 90039

and

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LAWRENCE G. HARDWICKE, M.D., TRUSTEE OF THE LAWRENCE G. HARDWICKE M.D. REVOCABLE TRUST, THE HARDWICKE MARITAL TRUST, AND THE HARDWICKE FAMILY TRUST, AS CREATED UNDER THE TERMS OF THE HARDWICKE FAMILY REVOCABLE FAMILY TRUST

1625 Westwood
Abilene, TX 79603

Grantee: NEUHAUS & SONS, A Texas General Partnership

Grantee's Mailing Address:

2000 E. Expressway 83
Weslaco, Texas 78596

Consideration:

Cash and a note dated September 28, 2016, executed by Grantee and payable to the order of TEXAS FARM CREDIT SERVICES, FLCA, in the principal amount of FOUR MILLION THREE HUNDRED FORTY-FIVE THOUSAND and NO/100 DOLLARS (\$4,345,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of TEXAS FARM CREDIT SERVICES, FLCA, and by a first-lien deed of trust dated September 28, 2016, from Grantee to MARK A. MILLER, trustee.

Property (including any improvements):

A 807.73 gross acre tract of land out of the WEST ADDITION TO SHARYLAND SUBDIVISION, Lots 9-1, 9-2, and Parts of Lots 9-3, 9-4 and Parts of Lots 10-1, 10-2, and 10-3 and Part of Porcion 53 and 54, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 56, Map Records, Hidalgo County, Texas, and Tortuga Banco No. 65, and Accretion Area, Hidalgo County, Texas, said tract more particularly described by metes and bounds in Exhibit A attached hereto and incorporated herein by reference as if set out in full; together with all permanently installed and built-in items, if any (i.e., pumping site and irrigation system);

and

1990.235 acre feet of Class "A" water rights and 575.00 acre-feet Class "B" water rights, both for irrigation purposes, Certificate of Adjudication No. 23-399, Amendment "D;" said water rights being subject to the restrictions and conditions placed upon the holder thereof under the Certificate of Adjudication and all amendments thereto and the rules and regulations of the Texas Commission on Environmental Quality and any successor thereto.

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Reservations from Conveyance:

For Grantor and each Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property (the "Mineral Estate") not heretofor conveyed by Grantor's predecessors in interest, Grantor's corresponding fractional interest in any royalty under any existing or future lease covering any part of the Property, surface rights (including rights of ingress and egress), production and drilling rights, lease payments, and all related benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.

Exceptions to Conveyance and Warranty:

To the extent they validly exist:

Those items appearing in Exhibit B attached hereto and incorporated herein by reference.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE ACCEPTS THE PROPERTY IN "AS IS" PHYSICAL CONDITION. GRANTOR MAKES NO REPRESENTATION OR WARRANTY REGARDING ANY CROP GROWN OR GROWING ON THE LAND. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS HAD THE OPPORTUNITY TO INSPECT THE PROPERTY OR HAS OR MAY HAVE AN INSPECTION THEREOF TO BE MADE ON GRANTEE'S BEHALF AND IT IS UNDERSTOOD AND AGREED THAT NEITHER GRANTOR NOR ANY PERSON ACTING OR PURPORTING TO ACT FOR GRANTOR HAS MADE OR NOW MAKES ANY REPRESENTATION AS TO THE PHYSICAL CONDITION (LATENT OR PATENT OR OTHERWISE), OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY EXCEPT AS HEREIN SPECIFICALLY SET FORTH. GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND GRANTEE

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THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE HAD BETWEEN THE PARTIES ARE HEREBY MERGED IN THIS DEED WHICH, WITH THE CONTRACT TO SELL THE PROPERTY FULLY AND COMPLETELY EXPRESSES GRANTOR'S AND GRANTEE'S AGREEMENT AND THAT THE DEED IS ACCEPTED AFTER FULL INVESTIGATION, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION MADE BY THE OTHER NOT EMBODIED IN THIS DEED AND THE CONTRACT FOR THE SALE OF THE PROPERTY.

To the extent of \$2,584,992.00, TEXAS FARM CREDIT SERVICES, FLCA, at Grantee's request, has paid in cash to Grantor the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of TEXAS FARM CREDIT SERVICES, FLCA, and are transferred to TEXAS FARM CREDIT SERVICES, FLCA, without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

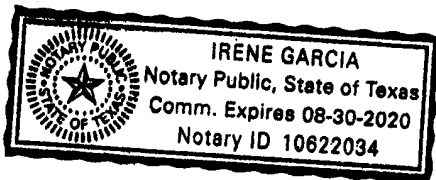


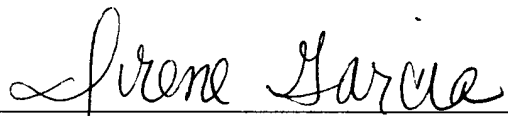
CHARLES E. PRATT, III, AS TRUSTEE OF THE
CHARLES E. PRATT FAMILY TRUST

STATE OF TEXAS)

COUNTY OF NUECES)

This instrument was acknowledged before me on 29th day of September, 2016, by CHARLES E. PRATT, III, AS TRUSTEE OF THE CHARLES E. PRATT FAMILY TRUST.




Notary Public, State of Texas
My commission expires: 8-30-2020

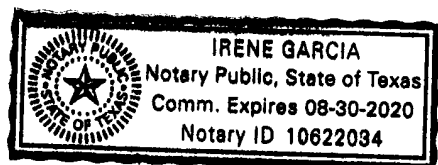
Edwards Abstract and Title Co., GF 907555

Stacy P. Patterson
Stacy P. Patterson

STATE OF TEXAS)

COUNTY OF NUECES)

This instrument was acknowledged before me on 29 day of September, 2016, by STACY P. PATTERSON.



Irene Garcia
Notary Public, State of Texas
My commission expires: 8.30.2020

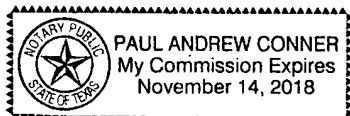
Edwards Abstract and Title Co., GF 907555

Stephanie P. Kuhles
Stephanie P. Kuhles

STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on 30 day of September, 2016, by
STEPHANIE P. KUHLES.



Paul Andrew Conner
Notary Public, State of Texas
My commission expires: November 14, 2018

Paul Andrew Conner

Edwards Abstract and Title Co., GF 907555

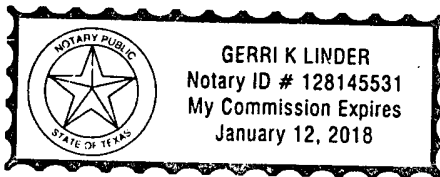
Lawrence G. Hardwicke

LAWRENCE G. HARDWICKE, M.D., TRUSTEE OF THE LAWRENCE G. HARDWICKE M.D. REVOCABLE TRUST, THE HARDWICKE MARITAL TRUST, AND THE HARDWICKE FAMILY TRUST, AS CREATED UNDER THE TERMS OF THE HARDWICKE FAMILY REVOCABLE FAMILY TRUST

STATE OF TEXAS)

COUNTY OF TAYLOR)

This instrument was acknowledged before me on the 29th day of September, 2016, by LAWRENCE G. HARDWICKE, M.D., AS TRUSTEE OF THE LAWRENCE G. HARDWICKE M.D. REVOCABLE TRUST, THE HARDWICKE MARITAL TRUST, AND THE HARDWICKE FAMILY TRUST, AS CREATED UNDER THE TERMS OF THE HARDWICKE FAMILY REVOCABLE FAMILY TRUST.



Gerri K. Linder
 Notary Public, State of Texas *Gerri K. Linder*
 My commission expires: 1-12-2018

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Irene Olivieri

IRENE OLIVIERI FKA MARY IRENE HARDWICKE

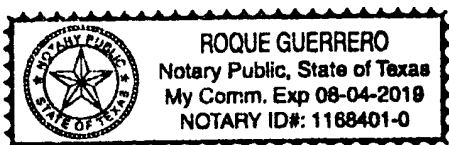
Richard B. Hardwicke

Richard B. Hardwicke, attorney-in-fact

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by Richard B. Hardwicke as attorney-in-fact on behalf of IRENE OLIVIERI FKA MARY IRENE HARDWICKE.



[Signature]
Notary Public, State of Texas

My commission expires: 8-4-2019

Helen Catherine Hardwicke

HELEN CATHERINE HARDWICKE

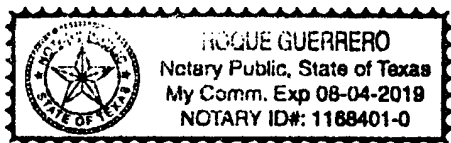
Richard B. Hardwicke

Richard B. Hardwicke, attorney-in-fact

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by Richard B. Hardwicke as attorney-in-fact on behalf of HELEN CATHERINE HARDWICKE.



[Signature]
Notary Public, State of Texas

My commission expires: 8-4-2019

Edwards Abstract and Title Co., GF 907555

John B. Hardwicke, VI

JOHN B. HARDWICKE, VI, AKA BEN HARDWICKE

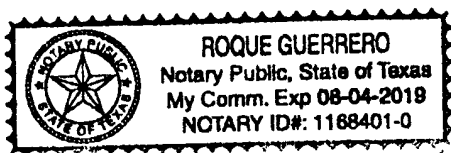
Richard B. Hardwicke

Richard B. Hardwicke, attorney-in-fact

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by Richard B. Hardwicke as attorney-in-fact on behalf of JOHN B. HARDWICKE, VI, AKA BEN HARDWICKE.



[Signature]
Notary Public, State of Texas

My commission expires: 8-4-2019

Alexandra Elizabeth Hardwicke

ALEXANDRA ELIZABETH HARDWICKE

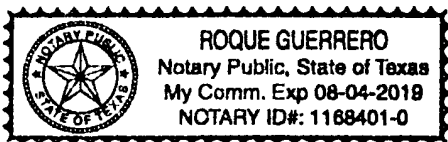
Richard B. Hardwicke

Richard B. Hardwicke, attorney-in-fact

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by Richard B. Hardwicke as attorney-in-fact on behalf of ALEXANDRA ELIZABETH HARDWICKE.



[Signature]
Notary Public, State of Texas

My commission expires: 8-4-2019

Edwards Abstract and Title Co., GF 907555

James B. Hardwicke

JAMES B. HARDWICKE

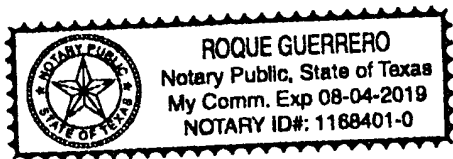
Richard B. Hardwicke

Richard B. Hardwicke, attorney-in-fact

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by Richard B. Hardwicke as attorney-in-fact on behalf of JAMES B. HARDWICKE.



[Signature]
Notary Public, State of Texas

My commission expires: 8-4-2019

Sally Ann Hardwicke Brace

SALLY ANN HARDWICKE BRACE

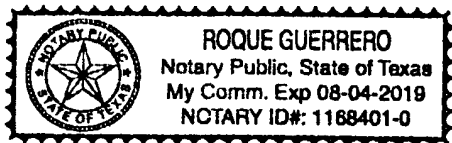
Richard B. Hardwicke

Richard B. Hardwicke, attorney-in-fact

STATE OF TEXAS)

COUNTY OF HIDALGO)

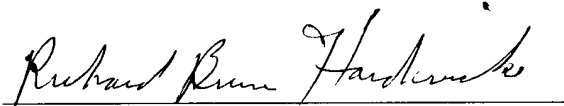
This instrument was acknowledged before me on 28th day of September, 2016, by Richard B. Hardwicke as attorney-in-fact on behalf of SALLY ANN HARDWICKE BRACE.



[Signature]
Notary Public, State of Texas

My commission expires: 8-4-2019

Edwards Abstract and Title Co., GF 907555

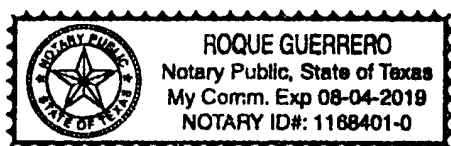

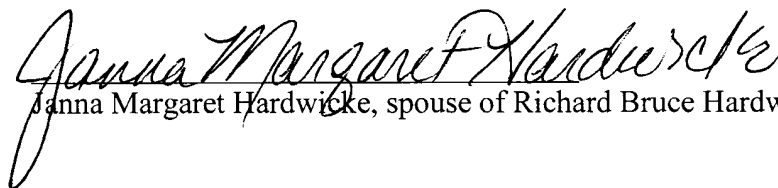


Richard Bruce Hardwicke

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by
RICHARD BRUCE HARDWICKE.

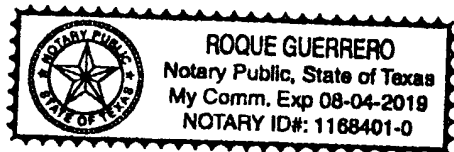



 Notary Public, State of Texas
 My commission expires: 8-4-2019


Janna Margaret Hardwicke, spouse of Richard Bruce Hardwicke, pro forma

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by
JANNA MARGARET HARDWICKE.



 Notary Public, State of Texas
 My commission expires: 8-4-2019

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Mary Helen Korbelik

MARY HELEN KORBELIK

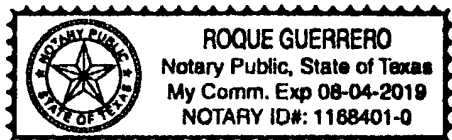
Richard B. Hardwicke

Richard B. Hardwicke, attorney-in-fact

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by Richard B. Hardwicke as attorney-in-fact on behalf of MARY HELEN KORBELIK.



[Signature]

Notary Public, State of Texas

My commission expires: 8-4-2019

Robert B. Korbelik

ROBERT B. KORBELIK

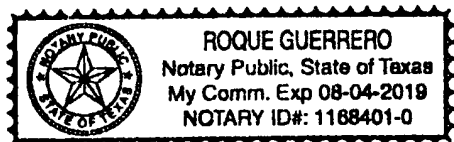
Richard B. Hardwicke

Richard B. Hardwicke, attorney-in-fact

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by Richard B. Hardwicke as attorney-in-fact on behalf of ROBERT KORBELIK.



[Signature]

Notary Public, State of Texas

My commission expires: 8-4-2019

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Jill Korbelik

JILL KORBELIK

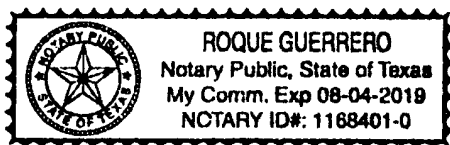
Richard B. Hardwicke

Richard B. Hardwicke, attorney-in-fact

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by Richard B. Hardwicke as attorney-in-fact on behalf of JILL KORBELIK.



[Signature]

Notary Public, State of Texas

My commission expires: 8-4-2019

David John Korbelik

DAVID JOHN KORBELIK

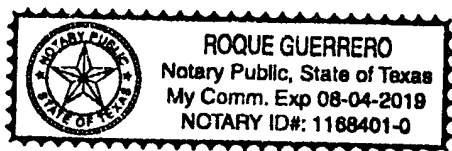
Richard B. Hardwicke

Richard B. Hardwicke, attorney-in-fact

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 28th day of September, 2016, by Richard B. Hardwicke as attorney-in-fact on behalf of DAVID JOHN KORBELIK.



[Signature]

Notary Public, State of Texas

My commission expires: 8-4-2019

Edwards Abstract and Title Co., GF 907555

EXHIBIT A
(Property Description)

A 807.73 gross acre tract of land out of the WEST ADDITION TO SHARYLAND SUBDIVISION, Lots 9-1, 9-2, and Parts of Lots 9-3, 9-4 and Parts of Lots 10-1, 10-2, and 10-3 and Part of Porcion 53 and 54, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 56, Map Records, Hidalgo County, Texas, and Tortuga Banco No. 65, and Accretion Area Hidalgo County, Texas, said tract more particularly described by metes and bounds as follows:

POINT OF COMMENCEMENT at the Northeast corner of Lot 10-2 also being located on the centerline of Los Ebanos Road, Thence, along and with the centerline of Los Ebanos Road South 08 degrees 39 minutes 00 seconds West, a distance of 934.87 feet to a set 1/2 inch iron rebar being located on the intersection of the South right-of-way line of U.S. 281 (Military Highway) and centerline of Los Ebanos Road and the POINT OF BEGINNING for this description;

THENCE, South 75 degrees 58 minutes 13 seconds East, a distance of 689.40 feet along the South right-of-way line of U.S. 281 (Military Highway) to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, South 45 degrees 26 minutes 00 seconds East, a distance of 269.90 feet along a South river levee easement from United Irrigation Company (UIC) to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, South 46 degrees 56 minutes 00 seconds East, a distance of 286.91 feet, continuing along said South river levee easement from United Irrigation Company (UIC) to a set 1/2 inch iron rebar on the South lot line of said Lot 10-3 for a corner of this tract of land;

THENCE, North 81 degrees 21 minutes 03 seconds West, a distance of 83.52 feet along said South line of Lot 10-3 to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, South 04 degrees 27 minutes 00 seconds East, a distance of 215.37 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, South 39 degrees 32 minutes 00 seconds East, a distance of 100.00 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, South 28 degrees 27 minutes 00 seconds East, a distance of 230.00 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, South 41 degrees 04 minutes 00 seconds East, a distance of 321.00 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

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THENCE, South 46 degrees 38 minutes 00 seconds East, a distance of 790.36 feet to a set 1/2 inch iron rebar estimated to be located at the Southwest corner of a 0.55 acre tract from United Irrigation Company (UIC) to the JW HOIT ESTATE, Deed No. 230 and a corner of this tract of land;

THENCE, North 44 degrees 16 minutes 00 seconds East, a distance of 51.80 feet to a set 1/2 inch iron rebar estimated to be located at the Northwest corner of said 0.55 acre tract and a corner of this tract of land;

THENCE, South 46 degrees 08 minutes 00 seconds East, a distance of 1016.79 feet to a point on an old fence line (Deed call 874.20 feet) to a corner that is to be located from a set 1/2 inch iron rebar having an offset of North 89 degrees 37 minutes 41 seconds East, a distance of 26.17 feet said corner being also 112.0 feet West of said Porcion 54 East line and said corner being also the Northeast corner of this tract of land;

THENCE, South 09 degrees 35 minutes 02 seconds West, along said old fence line, a distance of 233.94 feet (Deed call: 326.50 feet) 112.0 feet West of and parallel to the East line of said Porcion 54 to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, South 58 degrees 41 minutes 00 seconds West, a distance of 136.36 feet (Deed call: 160.0 feet) to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, North 81 degrees 19 minutes 00 seconds West, a distance of 172.00 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, South 38 degrees 41 minutes 00 seconds West, a distance of 540.00 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, South 08 degrees 41 minutes 00 seconds West, a distance of 365.00 feet to a location where the North bank of the Rio Grande River formerly intersected (Deed call), THENCE, continuing for a total distance of 934.46 feet to the Southeast corner of this tract of land that is to be located from a set 1/2 inch iron rebar having an offset of North 74 degrees 26 minutes 00 seconds East, a distance of 4.18 feet of this tract of land;

THENCE, North 46 degrees 53 minutes 52 seconds West, a distance of 13.42 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 77 degrees 37 minutes 42 seconds West, a distance of 58.54 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 70 degrees 07 minutes 34 seconds West, a distance of 106.16 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

Edwards Abstract and Title Co., GF 907555

THENCE, North 76 degrees 05 minutes 25 seconds West, a distance of 163.01 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 85 degrees 21 minutes 38 seconds West, a distance of 284.83 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 21 degrees 19 minutes 14 seconds West, a distance of 71.94 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 72 degrees 29 minutes 45 seconds West, a distance of 486.90 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 46 degrees 51 minutes 21 seconds West, a distance of 603.59 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 32 degrees 23 minutes 15 seconds West, a distance of 527.80 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 21 degrees 41 minutes 33 seconds West, a distance of 712.51 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 15 degrees 14 minutes 40 seconds West, a distance of 592.75 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 04 degrees 24 minutes 13 seconds West, a distance of 979.97 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 03 degrees 31 minutes 36 seconds East, a distance of 1033.02 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 07 degrees 30 minutes 50 seconds East, a distance of 400.30 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 00 degrees 57 minutes 08 seconds West, a distance of 215.37 feet

Edwards Abstract and Title Co., GF 907555

following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 13 degrees 39 minutes 36 seconds West, a distance of 213.72 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 31 degrees 20 minutes 43 seconds West, a distance of 461.45 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 48 degrees 54 minutes 17 seconds West, a distance of 202.22 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 62 degrees 22 minutes 03 seconds West, a distance of 251.70 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, South 71 degrees 05 minutes 52 seconds West, a distance of 165.81 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 89 degrees 13 minutes 02 seconds West, a distance of 212.60 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 56 degrees 10 minutes 58 seconds West, a distance of 361.45 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 48 degrees 24 minutes 16 seconds West, a distance of 139.77 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 20 degrees 50 minutes 03 seconds West, a distance of 63.21 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 44 degrees 58 minutes 40 seconds West, a distance of 138.13 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 32 degrees 02 minutes 30 seconds West, a distance of 1724.56 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

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THENCE, North 39 degrees 30 minutes 11 seconds West, a distance of 181.09 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 30 degrees 27 minutes 07 seconds West, a distance of 216.25 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 22 degrees 01 minutes 53 seconds West, a distance of 364.86 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 06 degrees 53 minutes 44 seconds West, a distance of 577.12 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 03 degrees 38 minutes 02 seconds West, a distance of 290.64 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 02 degrees 39 minutes 35 seconds East, a distance of 271.29 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 07 degrees 44 minutes 07 seconds East, a distance of 516.61 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 12 degrees 35 minutes 36 seconds East, a distance of 1145.68 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 06 degrees 53 minutes 26 seconds East, a distance of 270.18 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 00 degrees 34 minutes 11 seconds East, a distance of 554.65 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 13 degrees 51 minutes 42 seconds West, a distance of 439.41 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE, North 19 degrees 17 minutes 48 seconds West, a distance of 647.39 feet to

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the Southwest corner of this tract of land that is to be located from a set 1/2 inch iron rebar having an offset of North 00 degrees 00 minutes 23 seconds East, a distance of 50.00 feet also being the approximate location where the North bank of the Rio Grande River and East line of said Porcion 52 intersect for this tract of land;

THENCE, North 08 degrees 42 minutes 45 seconds East, along the centerline of Brush a distance of 1469.82 feet to a set 1/2 inch iron rebar for the Southwest corner of Lot 9-1 in all a total distance of 3300.00 feet along the East line of said Porcion 52 and being the East line of the Old Fernandez strip now recorded under Volume 934, Page 554-556, Hidalgo County Map Records to a set 1/2 inch iron rebar being the intersection of the South right-of-way line of said U.S. 281 (Military Highway) with said Porcion 52 East line and being also the Northwest corner for this tract of land;

THENCE, South 80 degrees 36 minutes 41 seconds East, a distance of 1103.15 feet along the South right-of-way line of said U.S. 281 (Military Highway) to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, continuing along the South right-of-way line of U.S. 281 (Military Highway), South 79 degrees 42 minutes 06 seconds East, a distance of 276.81 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, continuing along the South right-of-way line of said U.S. 281 (Military Highway), South 08 degrees 39 minutes 54 seconds West, a distance of 5.00 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, continuing along the South right-of-way line of U.S. 281 (Military Highway), South 79 degrees 42 minutes 06 seconds East, a distance of 73.89 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, continuing along the South right-of-way line of U.S. 281 (Military Highway), South 78 degrees 28 minutes 44 seconds East, a distance of 343.36 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, continuing along the South right-of-way line of U.S. 281 (Military Highway), South 76 degrees 24 minutes 56 seconds East, a distance of 836.16 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE, continuing along the South right-of-way line of U.S. 281 (Military Highway), South 75 degrees 58 minutes 09 seconds East, a distance of 70.36 feet to the POINT OF BEGINNING of this description, and containing within these metes and bounds 807.73 gross acres of land, more or less.

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EXHIBIT B

(Exceptions to Conveyance and Warranty)

- bd. Mineral and/or royalty grant and/or reservation in instrument(s) dated August 1, 1961, recorded in Volume 1014, Page 446, Deed Records; dated June 27, 1963, recorded in Volume 1065, Page 537, Deed Records; and, dated December 30, 1963, recorded in Volume 1078, Page 590, Deed Records, Hidalgo County, Texas.
- be. Mineral and/or royalty grant and/or reservation in instrument(s) dated April 30, 1946, recorded in Volume 632, Page 329, Deed Records; dated November 15, 1949, recorded in Volume 104, Page 538, Oil and Gas Records; dated May 15, 1958, recorded in Volume 928, Page 394, Deed Records; dated November 24, 1962, recorded in Volume 1049, Page 145, Deed Records; dated December 30, 1963, recorded in Volume 1078, Page 590, Deed Records; dated May 11, 1964, recorded in Volume 1088, Page 352, Deed Records; dated November 20, 1972, recorded in Volume 342, Page 970, Oil and Gas Records; and, dated December 19, 1972, recorded in Volume 343, Page 62, Oil and Gas Records, Hidalgo County, Texas
- bf. Oil, Gas and Mineral Lease(s) dated October 1, 1970, recorded in Volume 328, Page 767, Oil and Gas Records; dated October 1, 1970, recorded in Volume 328, Page 793, Oil and Gas Records; dated November 1, 1970, recorded in Volume 328, Page 805, Oil and Gas Records; and, dated April 20, 1983, recorded in Volume 428, Page 357, Oil and Gas Records, Hidalgo County, Texas.
- bg. Oil, Gas and Mineral Lease(s) dated March 30, 1983, recorded in Volume 1851, Page 336, Official Records; dated June 24, 1983, recorded in Volume 1858, Page 235, Official Records; dated September 28, 1983, recorded in Volume 1897, Page 20, Official Records; dated September 5, 1983, recorded in Volume 1910, Page 813, Official Records; dated October 27, 1983, recorded in Volume 1910, Page 827, Official Records; dated September 5, 1983, recorded in Volume 1913, Page 393, Official Records; dated September 5, 1983, recorded in Volume 1919, Page 397, Official Records; dated September 5, 1983, recorded in Volume 1925, Page 571, Official Records; dated September 5, 1983, recorded in Volume 1929, Page 601, Official Records; dated February 22, 1984, recorded in Volume 1967, Page 190, Official Records; dated February 22, 1984, recorded in Volume 1984, Page 678, Official Records; and, dated September 5, 1983, recorded in Volume 2010, Page 760, Official Records, Hidalgo County, Texas.
- bh. Oil, Gas and Mineral Lease(s) dated October 1, 1976, recorded in Volume 328, Page 759, Oil and Gas Records; dated October 1, 1970, recorded in Volume 328, Page 783, Oil and Gas Records; dated October 1, 1970, recorded in Volume 328, Page 799, Oil and Gas Records; and, dated December 1, 1983,

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recorded in Volume 1994, Page 465, Official Records, Hidalgo County, Texas.

- bi. Oil, Gas and Mineral Lease(s) dated December 1, 1983, recorded in Volume 1930, Page 888, Official Records, and amended in instrument dated October 11, 1984, recorded in Volume 2150, Page 155, Official Records, Hidalgo County, Texas.
- bj. Memorandum of Oil and Gas Lease(s) dated September 1, 2005, recorded under Clerk's File No. 1542899, Official Records; dated November 1, 2005, recorded under Clerk's File No. 1587724, Official Records; and, dated August 2, 2006, recorded under Clerk's File No. 1689606, Official Records, Hidalgo County, Texas.
- bk. Memorandum and Amendment of Letter Agreement dated June 25, 2002, recorded under Clerk's File No. 1305006, Official Records, and dated June 25, 2002, recorded under Clerk's File No. 1482349, Official Records, Hidalgo County, Texas.
- bl. Memorandum of Geophysical Permit and Lease Option Agreement(s) dated June 25, 2002, recorded under Clerk's File No. 1305006, Official Records; dated March 1, 2004, recorded under Clerk's File No. 1339990, Official Records; dated July 12, 2004, recorded under Clerk's File No. 1382393 and extended under Clerk's File No. 1581248, Official Records; dated July 9, 2004, recorded under Clerk's File No. 1399600 and extended under Clerk's File No. 1650880, Official Records; dated May 1, 2004, recorded under Clerk's File No. 1434658, Official Records; dated February 3, 2005, recorded under Clerk's File No. 1458866, Official Records; and, dated December 25, 2005, recorded under Clerk's File No. 1601274, Official Records, Hidalgo County, Texas.
- bm. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed herein or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed herein.
- bn. Conveyance of Water Rights dated July 21, 1973, recorded in Volume 1373, Page 723, Deed Records, Hidalgo County, Texas.
- bo. Water Right Agreement and Conveyance dated February 5, 1973, recorded in Volume 1352, Page 323, Deed Records, Hidalgo County, Texas.
- bp. Reservation of water rights and/or other rights if any, as set forth in Amendment of Certificate of Adjudication dated August 31, 1973, recorded in Volume 1, Page 779, Water Rights Records, Hidalgo County, Texas.
- bq. Easement and/or other rights, if any, as set forth in untitled instrument dated February 21, 1908, recorded in Volume "V", Page 116, Deed Records, Hidalgo County, Texas.

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- br. Easement and/or other rights, if any, as set forth in untitled instrument dated January 20, 1909, recorded in Volume "Z", Page 126, Deed Records, Hidalgo County, Texas.
- bs. Easement and/or other rights, if any, as set forth in Warranty Deed dated May 11, 1921, recorded in Volume 177, Page 89, Deed Records, Hidalgo County, Texas.
- bt. Easement and/or other rights, if any, as set forth in Warranty Deed dated December 24, 1926, recorded in Volume 243, Page 29, Deed Records, Hidalgo County, Texas.
- bu. Right of Way Agreement dated August 22, 1950, recorded in Volume 698, Page 567, Deed Records, Hidalgo County, Texas.
- bv. Easement and/or other rights, if any, as set forth in untitled instrument dated May 13, 1955, recorded in Volume 830, Page 473, Deed Records, and in instrument dated July 9, 1955, recorded in Volume 835, Page 22, Deed Records, Hidalgo County, Texas.
- bw. Easement and/or other rights, if any, as set forth in untitled instrument(s) dated June 6, 1955, recorded in Volume 834, Page 192, Deed Records and dated July 30, 1956, recorded in Volume 867, Page 94, Deed Records, and Quit Claim dated June 23, 1975, recorded in Volume 1449, Page 962, Deed Records, Hidalgo County, Texas.
- bx. Easement and/or other rights, if any, as set forth in untitled instrument(s) dated December 15, 1955, recorded in Volume 850, Page 49, Deed Records; and Quit Claim dated June 23, 1975, recorded in Volume 1449, Page 962, Deed Records, Hidalgo County, Texas.
- by. Easement and/or other rights, if any, as set forth in untitled instrument(s) dated January 23, 1956, recorded in Volume 852, Page 293, Deed Records, dated April 16, 1956, recorded in Volume 860, Page 158, Deed Records, and dated March 12, 1956, recorded in Volume 867, Page 92, Deed Records, Hidalgo County, Texas.
- bz. Easement and/or other rights, if any, as set forth in untitled instrument(s) dated April 16, 1956, recorded in Volume 860, Page 155, Deed Records; and Quit Claim dated June 23, 1975, recorded in Volume 1449, Page 962, Deed Records, Hidalgo County, Texas.
- ca. Easement and/or other rights, if any, as set forth in untitled instrument dated December 26, 1956, recorded in Volume 879, Page 382, Deed Records, Hidalgo County, Texas.
- cb. Easement and/or other rights, if any, as set forth in untitled instrument dated January 8, 1957, recorded in Volume 882, Page 411, Deed Records, Hidalgo

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County, Texas.

- cc. Easement and/or other rights, if any, as set forth in untitled instrument dated February 25, 1957, recorded in Volume 882, Page 407, Deed Records, Hidalgo County, Texas.
- cd. Easement and/or other rights, if any, as set forth in untitled instrument dated May 9, 1957, recorded in Volume 889, Page 386, Deed Records, Hidalgo County, Texas.
- ce. Easement and/or other rights, if any, as set forth in untitled instrument dated June 24, 1957, recorded in Volume 892, Page 27, Deed Records, Hidalgo County, Texas.
- cf. Easement and/or other rights, if any, as set forth in untitled instrument dated December 17, 1957, recorded in Volume 906, Page 358, Deed Records, Hidalgo County, Texas.
- cg. Easement and/or other rights, if any, as set forth in untitled instrument(s) dated July 5, 1958, recorded in Volume 920, Page 113, Deed Records, and dated July 23, 1958, recorded in Volume 921, Page 1, Deed Records, Hidalgo County, Texas.
- ch. Easement and/or other rights, if any, as set forth in untitled instrument(s) dated December 22, 1958, recorded in Volume 974, Page 268, Deed Records, and dated March 31, 1960, recorded in Volume 975, Page 320, Deed Records, Hidalgo County, Texas.
- ci. Easement and/or other rights, if any, as set forth in untitled instrument(s) dated February 27, 1960, recorded in Volume 981, Page 505, Deed Records; dated May 24, 1960, recorded in Volume 981, Page 507, Deed Records; and, dated June 27, 1960, recorded in Volume 982, Page 84, Deed Records, Hidalgo County, Texas.
- cj. Easement and/or other rights, if any, as set forth in untitled instrument dated May 3, 1961, recorded in Volume 1006, Page 56, Deed Records, Hidalgo County, Texas.
- ck. Easement and/or other rights, if any, as set forth in untitled instrument dated May 3, 1961, recorded in Volume 1006, Page 57, Deed Records, Hidalgo County, Texas.
- cl. Easement and/or other rights, if any, as set forth in untitled instrument dated May 31, 1961, recorded in Volume 1008, Page 299, Deed Records, Hidalgo County, Texas.
- cm. Right of Way Easement dated October -, 1968, recorded in Volume 1243, Page 751, Deed Records, Hidalgo County, Texas.

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- cn. Right of Way Easement dated October -, 1968, recorded in Volume 1243, Page 754, Deed Records, Hidalgo County, Texas.
- co. Easement Deeds (Levee) dated June 20, 1974, recorded in Volume 1412, Page 90, Deed Records; dated October 17, 1974, recorded in Volume 1423, Page 191, Deed Records; dated October 17, 1974, recorded in Volume 1423, Page 196, Deed Records; dated October 17, 1974, recorded in Volume 1423, Page 200, Deed Records; and, dated October 29, 1974, recorded in Volume 1424, Page 787, Deed Records, Hidalgo County, Texas.
- cp. Not applicable.
- cq. Not applicable.
- cr. Easements for roadways, old canal right of way, floodway area, levee and channel area, levee and spoils area, river levee, irrigation and vent valves, irrigation gate, drain ditch, power poles, and power poles with guy wires all as shown on survey plat dated September 8, 2016, prepared by Joe B. Winston, R.P.L.S. No. 3780, Job. No. S-5283.
- cs. Not applicable.
- ct. Rights of the United States of America (if any) to construct and maintain a fence or wall on the subject property.
- cu. Not applicable.
- cv. Not applicable.
- cw. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed herein or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed herein.
- cx. Easements and reservations as may appear upon the recorded map and dedication of said the maps of West Addition to Sharyland, recorded in Volume 1, Page 56, Map Records and Capisallo District Subdivision, recorded in Volume "P", Pages 226-227 Deed Records, Hidalgo County, Texas.